used for any period of approved absence with pay from regularly scheduled work resulting from an:

A. employee having an illness or injury which renders him/her unable to perform his/her duties;

B. an employee having a medical examination, consultation, or treatment by a licensed practitioner; or

C. an employee's immediate family member defined as the employee's spouse, child or parent as, ~~as defined above fo~~defined ~~r~~by the Family and Medical Leave Act (FMLA), requiring his/her presence because of injury, illness or medical treatment.

4.12 Accrual Rates for Sick Leave.

A. ~~1.~~ Sick leave shall be accrued at the rate of 3.077 hours per pay period (80 hours per year) to a maximum of seven-hundred twenty (720) hours.

~~2~~B. Sick leave may only be taken in the event of illness of the employee, or the employee's immediate family (spouse, children, ~~parent~~and parent as defined by FMLA). ~~A doctor's excuse may be required.~~

~~3.~~ The District may require the employee to furnish a written medical statement issued by a licensed physician or practitioner, or other evidence of illness that confirms the illness of the employee or their immediate family member, provides an estimate of when the employee will be able to return to work, states whether the employees incapacity will require intermittent treatments, states the estimated frequency and duration of such treatments, and provides the estimated period for recovery, if known. Abuse of sick leave shall be cause for disciplinary action. If the employee's leave qualifies as protected leave under the ~~FMLA~~ FMLA, the District may require a medical certification as provided by federal law.

C. MISUSE OF SICK LEAVE

Misuse of sick leave by an employee affects the efficiency and productivity of other employees in the workgroup, especially those who seek assistance, advice, or guidance from an absent employee.
"Misuse" is considered the use of sick leave for that which it was not intended or provided and may constitute a violation of this policy. Examples of "misuse" may include, but are not limited to, the following:

Patterned sick leave usage before and/or after holidays.
Patterned period of sick leave usage before and/or after weekends or regular days off;
Patterned period of sick leave usage after pay days;
Absence following overtime worked;
Continued pattern of maintaining zero or near zero leave balances;
and/or Excessive absenteeism – the use of more sick leave than is granted.

Leave required by federal or state law such as Family and Medical Leave and Workers' Compensation shall not be considered when determining whether or not there is misuse of sick leave.

Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 0.5"
Formatted: Indent: Left: 1", Tab stops: 1.5", List tab + Not at 0.75"
Formatted: Indent: Left: 1"
Formatted: Indent: Left: 1", Tab stops: 1.5", List tab + Not at 0.75"
Formatted: Indent: Left: 0.5"
Formatted: Indent: Left: 1", Tab stops: 1.5", List tab + Not at 0.75"
Formatted: Indent: Left: 0.5"
Formatted: Indent: Left: 0.5"
Formatted: Indent: Left: 0.5"
Formatted: Indent: Left: 2", Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 1.75"
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 0.88"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 1.88", First line: 0"
Formatted: Font: Times New Roman, 12 pt
Formatted: Justified, Indent: Left: 1"
Formatted: Justified, Indent: Left: 1", Space After: 0 pt, Line spacing: single

If a supervisor ~~suspects~~ believes that an employee is misusing sick leave, the supervisor has the discretion to require a suitable explanation or documentation to determine whether the sick leave was used according to this policy.

~~43.~~ ~~The Executive Director may grant advance sick leave to a maximum of 80 hours (the equivalent of ten days) per year. Advance leave in excess of ten (10) days must be granted by the Executive Committee of the NCRTD. This advance in sick leave is only in the case of a serious or extended illness, and may only be granted after all personal and annual leave has been used.~~

~~54~~. ~~In the event an employee terminates employment and has used more sick leave than has been accrued, then sick leave over the accrued amount will be deducted from the employee's final check.~~

~~65~~. Upon termination of employment with the NCRTD, an employee shall not be paid for sick leave that has been accrued, but not used.

~~The m for any calendar year is 96 hours, or upon separation from employment~~

D. ~~76~~. Sick leave shall be taken for the actual number of hours absent from the office, and in increments of not less than one quarter (1/4) hour. All sick leave ~~must~~ shall be accounted for by reporting ~~to the Executive Director~~ its use on the approved forms upon returning to work. The Executive Director or their designee ~~must~~ shall be authorized to approve all sick leave. The Chair of the NCRTD Board ~~must~~ shall be authorized to approve all sick leave for the Executive Director.

E. Sick leave must be reported to the Executive Director, or the employee's immediate supervisor, ~~by 9:00 a.m. the day the employee takes sick leave~~ at a minimum, ~~of~~ two hours in advance of the employee's start of their work day. Failure to report ~~by 9:00 a.m.~~ their absence at a minimum of two hours prior to ~~of~~ the start of their work day ~~will~~ may result in the employee's leave being unapproved by the Executive Director or their supervisor.

F. If an employee has exhausted earned sick leave, additional time off shall ~~be charged to~~ reduce balances on any ~~applicable~~ other leaves such as vacation or compensatory leave. Unpaid leave will only be granted in accordance with ~~such~~ these Rules and Regulations and will not be automatically applied to cases of employees who have exhausted their sick leave. ~~policies contained herein.~~

G. Supervisors should refer to the Family and Medical Leave policy regarding an employee's absence from an injury, illness or temporary disability. If an employee's absence is anticipated to be more than three (3) days, or once the employee exceeds three (3) days of absence, due to either their own illness/injury or to their family member's illness/injury, the absence should be reported to Human Resources.

H. ~~10.~~ Employees not planning to return to work following an extended sick leave must notify their supervisor or the Human Resources Office prior to the expiration of the leave (as defined by the physician's statement). An employee who does not return to work within the time frame specified by a physician ~~will~~ may be subject to disciplinary action.

I. Sick Leave Incentive Transfer Program. In order to award employees who have judicious utilized sick leave the following program has been developed.

a) Employees who have accumulated sick leave in excess of 80 hours would be eligible to annually transfer to their vacation leave balance up to 80 hours of sick leave per year at the value listed in section "e" below.

Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 0.88"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 1", Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.75", Tab stops: 1.25", List tab + Not at 0.75"
Formatted: Font: Times New Roman, 12 pt
Formatted: Highlight
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 0.88"
Formatted: Font: Times New Roman, 12 pt
Formatted ... [9]
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Highlight
Formatted: Font: 12 pt, Highlight
Formatted ... [10]
Formatted: Indent: Left: 2.33"

b) Employees who utilize the annual sick leave transfer program must maintain a sick leave balance of 80 hours after transferring any hours up to the maximum allowed above this amount.

c) Those employees who participate in this program and transfer a minimum of 40 hours of sick leave annually will have their maximum accrual rate changed to three times the annual accrual rate.

d) Annually 30 days prior to the first pay period in December, employees who meet the criteria described above may elect to participate in the sick leave transfer program by completing the applicable forms.

e) The percentage value at which the leave maybe transferred to vacation leave is based upon the following:

Number of Sick Leave Hours Used Annually	Percentage Transfer Rate
24 hours or less	100%
25 hours to 32 hours	75%
33 hours to 40 hours	50%

~~7.~~

~~4.13 Sick Leave Donation Program.~~

~~The District Executive Director may create a program and promulgate rules that allows employees to create donate sick leave to a sick leave bank for the purpose of donating up to 40 hours of sick leave to a co-worker that is eligible. employees.~~

4.~~14~~13 Leave Without Pay.

A. ~~The Executive Director or~~ A Supervisor may approve leave without pay for up to ten (10) working days upon the written request of ~~the~~ an employee. ~~A request by an employee for~~ Any leave without pay in excess of ten (10) working days must be approved by the Executive Director.

B. Leave without pay, when requested, may be granted only ~~when the~~ if Executive Director can assure a position of like status and pay, at the same location, upon the return of the person from leave without pay.

C. If the Executive Director cannot assure a position in the same location, and the employee agrees in writing to waive that requirement, leave without pay may be granted.

Formatted: Indent: Left: 1", Tab stops: 1", List tab + Not at 0.5"
Formatted: Indent: Left: 1"
Formatted: Indent: Left: 1"
Formatted: Indent: Left: 1"
Formatted: Indent: Left: 1"
Formatted: Indent: Left: 1"
Formatted: Indent: Left: 1"
Formatted: Indent: Left: 1"
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 0.5", No bullets or numbering
Formatted: Font: Times New Roman, 12 pt, Highlight
Formatted: Justified
Formatted: Highlight
Formatted: Font: Times New Roman, 12 pt, Highlight
Formatted: Highlight
Formatted: Font: Times New Roman, 12 pt, Highlight
Formatted: Highlight
Formatted: Font: Times New Roman, 12 pt, Highlight
Formatted: Highlight
Formatted: Font: Times New Roman, 12 pt, Highlight
Formatted: Highlight
Formatted: Font: Times New Roman, 12 pt, Highlight
Formatted: Highlight
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Tab stops: 1", List tab + Not at 0.75"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Tab stops: 1", List tab + Not at 0.75"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted ... [11]

D. ~~Upon request of the employee,~~ Leave without pay requested by an employee may not exceed thirty (30) consecutive calendar days in the case of a ~~probationer~~ probationary employee or six (6) consecutive months in the case of a classified employee. Either period may be extended ~~by Department Management only with with the~~upon prior written approval of the Executive Director.

E. Employees shall not accrue sick or annual leave while on leave without pay.

~~E.~~F. While on leave of absence without pay for 30-calendar days or more, excluding approved Family and Medical Leave, the monthly group insurance premiums for a covered employee and any covered dependents must be paid by the employee. Failure to pay insurance premiums may result in cancellation of coverage. Payment will be due on the first day of the month and a 30-calendar day grace period is permissible.

~~F.~~ Leave without pay will be reported on a Human Resources Personnel Action ~~Request~~ ~~Form~~ Form. ~~only if it exceeds ten (10) working days.~~

G. G Failure to report to work upon the expiration of approved leave without pay may be grounds for disciplinary action ~~or~~up to and including termination in accordance with the provision of Rule 4.44.

H. Return from leave without pay ~~in excess of twenty (20) working days~~ will be reported on a ~~Human Resources~~Personnel Action ~~Request~~ Form.

I. Nothing herein shall be deemed to require the Executive Director to grant leave without pay when requested or to limit the Executive Director's authority to place employees on leave without pay where such action is permitted under these Rules and Regulations or the law.

4.15 ~~4.15~~ Absence ~~Without~~without Leave or Authorization.

A. Employees who fail to appear at work without authorized leave may be considered to be absent without leave. Unauthorized absence may be grounds for disciplinary action ~~or~~up to and including termination.

B. An employee who is absent from work without authorized leave for three days may be deemed by the Executive Director to have voluntarily terminated their employment.

4.16 Administrative Leave.

The Executive Director may authorize ~~an employee~~ leave with pay~~, under unusual circumstances, when~~ if there are exceptional circumstances and the Executive Director determines that granting paid administrative leave is ~~it is~~ in the best interests of the District~~, to do so for a~~ Paid administrative leave shall ~~period~~ not ~~to~~ exceed five (5) consecutive days~~, with prior approval of the Executive Director.~~ The Executive Director may grant additional administrative leave when deemed necessary and in the best interest of the District but shall promptly report any such extended administrative leave to the Board Chair and the Board along with an explanation of the bases for the leave. Nothing herein shall be deemed to require the Executive Director to grant administrative leave when requested or to limit the

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Tab stops: 1", List tab + Not at 0.75"
Formatted: List Paragraph, No bullets or numbering, Tab stops: Not at 1"
Formatted: Tab stops: 1", List tab + Not at 0.75"
Formatted: Font: Times New Roman, 12 pt
Formatted: Tab stops: 1", List tab + Not at 0.75"
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 2 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.5", Tab stops: 1", List tab + Not at 0.75"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 15 + Alignment: Left + Aligned at: 0" + Indent at: 0.29"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Outline numbered + Level: 2 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Tab after: 2.5" + Indent at: 2.5"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

Executive Director's authority to place employees on administrative leave where such action is permitted under these Rules and Regulations or the law.

Formatted: Font: Times New Roman, 12 pt

4.17 Voting Leave.

A. In accordance with the provision of NMSA 1978, Section ~~0~~1-12-42, ~~NMSA 1978,~~ employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.

Formatted: Tab stops: 1", List tab + Not at 0.75"

Formatted: Font: Times New Roman, 12 pt

1. District ~~M~~management may specify the hours during this period in which the employee may be absent.

Formatted: Tab stops: 1.25", List tab + Not at 1"

Formatted: Font: Times New Roman, 12 pt

2. These provisions do not apply to any employee whose work day begins more than two (2) hours after the opening of the polls, or ends more than ~~two~~ three (23) hours prior to the closing of the polls.

Formatted: Tab stops: 1.25", List tab + Not at 1"

Formatted: Font: Times New Roman, 12 pt

3. An employee who abuses voting leave by using it for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to disciplinary action.

Formatted: Font: Times New Roman, 12 pt

Formatted: Tab stops: 1.25", List tab + Not at 1"

4.18 Court or Jury Leave.

A. When, in matters involving District litigation and in obedience to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the District.

Formatted: Tab stops: 1", List tab + Not at 0.75"

B. A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the District.

Formatted: Tab stops: 1", List tab + Not at 0.75"

C. An employee who is released from jury duty shall report to work upon release or contact their supervisor if it would not be feasible to return to work. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

Formatted: Tab stops: 1", List tab + Not at 0.75"

D. At the employee's option, the hours of jury or court services may be taken as annual leave, provided that the employee has enough annual leave available. The employee under this circumstance may keep any compensation received from the jury or court services.

Formatted: Tab stops: 1", List tab + Not at 0.75"

4.19 Military Leave.

The District shall provide such military leave as may be required by pertinent laws of the State of New Mexico and the United States of America for any District employee in the military service who is duly qualified for said leave.

Formatted: Font: Times New Roman, 12 pt

~~A. In accordance with the provisions of Section 20-9-8, NMSA 1978, all employees except those in temporary or emergency status, who are members of organized units of the Army, Air National Guard or Air Force, Coast Guard, Navy or Marine Reserves, shall be given up~~

Formatted: Tab stops: 1", List tab + Not at 0.75"

~~to fifteen (15) working days military leave with pay annually in addition to other authorized leave when they are ordered to active duty training with such organized units.~~

~~B. In accordance with the provisions of Section 20-3-9, NMSA 1978, the Governor as Commander-in-Chief, may grant any employee who is a member of the National Guard, military leave with pay, in addition to that otherwise provided by law, not to exceed fifteen (15) working days per year for periods of active duty for training when the Governor deems such member to better perform the duties required by the member's active state service assignment.~~

~~C. In all instances where such leave with pay is granted, the Executive Director shall be provided a copy of the official orders.~~

4.20 Bereavement Leave.

A. In the event of death of the employee's immediate family, the District may grant up to ~~five~~ three (~~3~~5) days of bereavement leave for the employee to attend to the funeral arrangement and services. An additional leave of two (2) workdays shall be allowed for necessary funeral travel time when approved by the Executive Director. Work-day-s are defined as the employee's regular daily work schedule. Use of sick leave may be authorized in addition to bereavement leave when deemed appropriate by the Executive Director.

B. Immediate family includes parent, current spouse or domestic partner, sibling, child, grandparent, grandchild, current son-in-law or daughter-in-law, or parent-in-law.

C. Department Management, in its discretion, may require some proof that a death in the family has occurred.

4.21 ~~4.21~~ Inclement Weather Leave

A. Full-Day Closing

Paid weather-related time due to closing will be limited to an amount equal to the hours that the employee was scheduled to work or would normally have worked on the day in question. If an employee has reported to work prior to the decision to close being made, weather-related time will only bring an employee up to the amount of their scheduled or normal working hours for that day.

B. Partial-Day Closing (delayed opening/early closing)

In the event that normal reporting time is delayed, employees working that day will receive paid time for the period between their scheduled or normal reporting time and the rescheduled reporting time. In the event of an early closing time, those employees working that day will receive paid time between the rescheduled closing time and their scheduled or normal closing time. However, employees who are on leave, have called in sick, have made a decision to take annual leave, or in the case of non-leave earning employees, have called prior to a decision to alter operating hours to advise that they will not be reporting to work, ~~would~~ are not be eligible for any additional time or for a refund of leave balances. Weather-related time will not extend employees' time beyond eight hours on the rescheduled day, nor is it considered holiday time available to those who were not scheduled to work on the day in question.

Formatted: Tab stops: 1", List tab + Not at 0.75"

Formatted: Tab stops: 1", List tab + Not at 0.75"

Formatted: Tab stops: 1.02", List tab + Not at 0.77"

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Highlight

Formatted: Font: Times New Roman, 12 pt

Formatted: Tab stops: 1.02", List tab + Not at 0.77"

Formatted: Tab stops: 1.02", List tab + Not at 0.77"

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Bold

Formatted: Justified, Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Justified, Indent: Left: 0.25", First line: 1.08", Tab stops: 1.33", Left

Formatted: Justified, Indent: Left: 0.25"

Formatted: Justified, Indent: Left: 0.75"

Formatted: Justified, Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Justified, Indent: Left: 0.25"

C. Overtime Compensation

Employees who are required to work additional time past their scheduled shift will be compensated per the Districts overtime policy. Employees who are designated as essential and required to respond during a severe inclement weather event will be compensated per the Districts overtime policy.

4.22 Layoff-Reduction in Force, (RIF).

A. The tenure for all classified employees in the District shall be continuous provided that they are not separated from employment pursuant to these Rules and Regulations. ~~during productive behavior as evidenced by satisfactory performance appraisal reports~~. However, this provision shall not be interpreted to prevent the layoff of ~~an~~ employees by the District because of lack of funds or curtailment of work, when made in accordance with these Rules.

B. The Executive Director may propose to lay-off employees only for shortage of work or funds, or other legitimate governmental reasons that do not reflect discredit on the services of the employees. All other separations from employment shall follow the pertinent Rules and Regulations.

C. Nothing in this rule shall limit the ability, prerogative or necessity of the ~~Governing Body~~Board to direct the Executive Director to conduct a reduction-in-force for any and all positions and any and all departments.

D. The Executive Director shall in coordination with the Department Management identify organizational units for the purposes of a lay-off and submit a written plan to the ~~Governing Body~~Board for approval. Such organizational units may be recognized on the basis of function, funding source or other factors.

E. The Executive Director must define the classifications that will be affected within the organizational unit.

F. All employees who may be laid off shall be provided with notice of any Board meeting at which a RIF plan is proposed for adoption and shall be given the opportunity to be heard at the Board meeting. In addition, any employee objecting to the RIF plan or to a layoff that would separate them from employment shall be given notice of their right to a pre-RIF hearing and may request to meet with the Executive Director prior to implementation of the RIF and shall be allowed to present any arguments or information they have at the pre-RIF hearing. Employees shall be given at least fourteen (14) calendar day's written notice of layoff.

~~E.~~ G. The order of layoff in the affected classifications shall be according to the plan.

~~F.~~ H. Upon approval by the District Board of a layoff plan, the Executive Director shall initiate a right of first refusal within the District. All employees affected by the lay-off shall be provided the following ~~rights~~opportunites for re-employment by the District following a layoff:

1. Employees to be affected by the reduction in force (RIF) shall be provided the right of first refusal to any position to be filled within the District for which the employee meets the minimum qualifications, at the same or lower pay range of the position the

Formatted: Justified, Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
Formatted: Justified, Indent: Left: 0.25"
Formatted: Font: 12 pt, Bold
Formatted: Indent: Left: 0.25"
Formatted: Font: Times New Roman, 12 pt
Formatted: Tab stops: 1.07", List tab + Not at 0.82"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Tab stops: 1.07", List tab + Not at 0.82"
Formatted: Font: Times New Roman, 12 pt
Formatted: Tab stops: 1.07", List tab + Not at 0.82"
Formatted: Font: Times New Roman, 12 pt
Formatted: Tab stops: 1.07", List tab + Not at 0.82"
Formatted: Font: Times New Roman, 12 pt
Formatted: Tab stops: 1.07", List tab + Not at 0.82"
Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.82" + Indent at: 0.82", Tab stops: 1.07", List tab + Not at 0.82"
Formatted: No bullets or numbering
Formatted: Font: Times New Roman, 12 pt
Formatted: No bullets or numbering
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

employee currently holds, unless there is an actual layoff candidate from an earlier layoff exercising reemployment rights for the position;

2. Affected employees shall compete only with other employees affected by the reduction in force for positions subject to the right of first refusal;

3. The District's list of eligible candidates for ~~the~~ open positions subject to the right of first refusal shall be comprised of those affected employees meeting the minimum qualifications of the position;

4. The ~~candidate~~ selection~~ed~~ shall be based on ~~District seniority which is determined based upon the District hire date~~ the RIF plan.

5. Employees shall have ten (10) ~~calendar days~~days from the date of an offer to accept the position unless otherwise agreed. Employees who do not accept an offer shall not lose the right of first refusal to other positions; and

~~G.~~ 6. A laid-off employee may refuse one ~~recall~~ right of first refusal offer. A second refusal of a ~~recall~~ right of first refusal offer will serve as a voluntary resignation and the District will have no further ~~recall or~~ employment obligations to the laid off employee.

~~H. The order of layoff in the affected classifications shall be by District seniority, which is determined based upon the District hire date and no break in service. In the event of a tie, the Human ResourcesExecutive Director shall determine an appropriate mechanism for breaking the tie.~~

~~I.~~ 7. After ~~twelve (12)~~ six (6) consecutive months of layoff status, the District shall have no further ~~recall or~~ right of first refusal or employment obligation to the laid-off employee.

~~J. No employee in permanent status shall be laid off while there are emergency, temporary, probationary, or limited termlimited term status employees in the same classification in the same organizational unit.~~

~~K. Employees in permanent classified regular status shall be given at least fourteen (14) calendar daysday's written notice of layoff.~~

4.2223 Return from Reduction in Force.

A. Former employees who were in ~~permanent~~ classified regular status at the time of separation by a reduction in force and who are granted a right of first refusal under the previous Rule 4.22 shall return to work as follows. ~~shall have reemployment rights for a six (6) month period under the following provisions~~:

1. Former employees shall be returned to work according to the RIF plan. ~~in order of highest service date any position to be filled, provided the employee has made application for the position and meets the minimum qualifications for the position~~;

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Justified

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: First line: 0.5", No bullets or numbering

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: Left: 0.82", No bullets or numbering

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: Left: 0.82", No bullets or numbering

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: No bullets or numbering

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: Left: 0.82", First line: 0"

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

2. Offers of employment shall be made in writing and shall be delivered by a method that provides proof of service or attempted service;

3. A former employee who is offered and accepts employment after lay off shall occupy the position within fourteen (14) ~~calendar days~~days of accepting the offer of employment or forfeit the right ~~to employment~~ of first refusal; and

4. Any former employee who refuses an offer of employment or fails to respond to an offer of employment within fourteen (14) ~~calendar days~~days shall be removed from the list of eligibles for the position offered.

B. Former employees returned to work according to the provisions of this Section shall have that period of time they were laid off counted as time in the service, shall hold the status of the position and do not have to serve a new probationary period if re-employed into permanent status.

4.2~~3~~4 Furlough-Reduced work schedule.

~~Furlough is the temporary placement of an employee in a reduced work hour schedule, which can either be partial or full time, for lack of work or funds.~~

A. In the event of the need for a furlough, Department Management and the Executive Director shall submit a plan identifying organizational units to be affected by the furlough to the Board for approval to begin the furlough.

B. The furlough plan shall ~~affect~~ reduce the hours of employment for all employees within the organizational unit impacted ~~to the same extent~~ proportionate to their regular work hours.

C. No furlough shall exceed twelve (12) months.

D. Employees shall be given at least fourteen (14) ~~calendar days~~days written notice of furlough.

E. Employees shall be returned from furlough when the reasons for the furlough cease to exist. ~~All affected employees shall be returned at the same time, to the same extent.~~ Any restoration of work hours for furloughed employees shall be allocated across all employees within the organizational unit impacted proportionate to their regular work hours.

4.2~~4~~5 Employee Medical Separation.

A. Employees who have suffered work related injury and they cannot perform the essential functions of their position may be placed in light duty as deemed necessary by Department Management.

B. Employees who have suffered a job-related injury which is compensable under the Workers' Compensation Act and are physically or mentally unable to perform the essential functions of their pre-injury position, with or without reasonable accommodation, (to the extent required

Formatted: Justified
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Justified
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 0", First line: 0"
Formatted: Font: Times New Roman, 12 pt
Formatted: Justified

by the Americans with Disabilities Act) and a light duty position is not available, shall be involuntarily or voluntarily separated from employment without prejudice provided:

1. The employee has exhausted all paid leave and FMLA leave, and

~~3~~2. The District has made reasonable efforts to find other suitable vacant positions within the District for which the employee meets the established requirements and can perform the essential functions of the job, either with or without a reasonable accommodation (to the extent required by the Americans with Disabilities Act).

Formatted: Font: Times New Roman, 12 pt

C. A former employee who has separated from employment due to job-related injury and who has received or is due to receive benefits under the Workers' Compensation Act shall have reemployment rights in accordance with the provisions of Section NMSA 1978, 52-3-49.1 ~~NMSA 1978~~. The Executive Director shall be notified immediately of any injured employee who applies for a position and subsequently declines a job offer.

Formatted: Font: Times New Roman, 12 pt

D. Employees who have suffered a non job-related injury or illness and are permanently unable to perform the essential functions of their pre-injury/pre-illness position with or without reasonable accommodation, (to the extent required by the Americans with Disabilities Act), as a result of the physical or mental disability created by the non job-related injury or illness shall be involuntarily or voluntarily separated from employment without prejudice provided:

1. The District has made reasonable efforts to find other suitable vacant positions within the District for which the employee meets the established requirements and can perform the essential functions of the job, either with or without a reasonable accommodation (to the extent required by the Americans with Disabilities Act); and

2. The employee has exhausted all paid leave and FMLA leave.

E. Notice of Contemplated Medical Separation:

To initiate the involuntary medical separation of a classified employee, the Supervisor shall serve a notice of contemplated separation to the employee which:

1. describes the circumstances that form the basis for the contemplated separation;

2. gives a general explanation of the evidence the District has;

3. advises the employee of his or her right to inspect and obtain copies of any documentary evidence relied upon;

Formatted: Justified

4. specifies what the contemplated action is; and

5 states that the employee has fifteen (15) ~~calendar days~~days from the service of the notice to respond in writing to the notice or to request an opportunity for an oral response.

Formatted: Font: Times New Roman, 12 pt

F. Response to Notice of Contemplated Medical Separation:

1. If there is a request for an oral response to the notice of contemplated separation, the Supervisor, or designee, shall meet with the employee within ten (10) ~~calendar days~~days of a request for an oral response, unless the employee and Supervisor, or designee, agree to an extension of time.

2. The purpose of the oral response is ~~not to provide an evidentiary hearing but is~~ an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a determination of whether there are reasonable grounds to support the proposed involuntary separation.

G. Notice of Final Medical Separation:

1. If the employee does not respond to the notice of contemplated separation, the Executive Director shall issue a notice of final separation within ten (10) ~~calendar days~~days following the response period.

2. If the employee has filed a written response or has been provided an opportunity for oral response, the Supervisor shall provide recommendations to the Executive Director no later than ten (10) ~~calendar days~~days from the date of the receipt of the response. The Executive Director shall render a written decision on the ~~issue a~~ notice of final separation no later than ten (10) ~~calendar days~~days from the date of the receipt of the Department Director's recommendation.

3. The written decision and the notice of final separation shall:

   a. Specify the action to be taken;

   b. Describe the circumstances which form the basis for the involuntary medical separation;

   c. Give a general explanation of the evidence;

   d. Specify when the final separation will be effective; and

   e. Inform the employee that the final separation may be appealed to an ~~outside~~ independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) ~~calendar days~~days of the effective date of the separation. The appeal must specify the basis for the appeal.

H. Appeal of Final Medical Separation:

1. Upon receipt of a written appeal the Executive Director shall ~~appoint~~, within fifteen (15) ~~calendar days~~days from the date of receipt of the written appeal, appoint an ~~outside~~ independent hearing officer to hear the appeal.

2. The selection, qualifications and procedure for disqualifying the hearing officer shall be the same as provided for in Rule 4.45.

3. The hearing shall be conducted in the same manner as provided for in Rule 4.46.

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

4.256 Employee Performance and Development Plan.

A. The performance of each employee will be appraised by the immediate supervisor at the completion of the probationary period and annually thereafter with an optional interim appraisal done at the sixth month.

B. This appraisal will be documented on a form approved by the Executive Director and will become a part of the employee's ~~permanent~~ personnel file~~record.~~

C. Supervisors may prepare performance development plans whenever it is deemed appropriate, such as when a supervisor wishes to make an employee's performance a matter of record and upon change of supervisors.

D. The Director will provide a training program in the proper method of appraisal for ~~those~~ supervisory employees~~, who appraise the performance of other employees.~~

4.276 Acknowledgment of Receipt of Plan.

Employees will acknowledge in writing, receipt of performance and development plans. In instances where an employee declines to sign such acknowledgment, the Department Management will verify in writing that the employee received the performance and development plan.

4.287 Rebuttal of Performance Appraisal.

Employees may submit rebuttal statements to performance and development plans which will be attached to ~~and become part of~~ the performance and development plan. Management may consider the rebuttal and may elect to change the performance and development plan based upon the rebuttal. But, nothing in the rebuttal shall serve to abridge management's right to prepare, submit, evaluate, update and potentially take disciplinary action based on the performance and development plan nor shall management be compelled to change its performance and development plan by the submission of a rebuttal.

4.289 Drug and Alcohol Policy

~~Please see attached.~~

The District Drug and Alcohol policy is separately adopted and may be revised from time to time but shall be deemed a part of these Rules and Regulations and is hereby integrated by reference.

~~**4.29 Retention of Records.**~~

~~A. Required Period of Retention.~~

~~All alcohol and controlled substance records shall be maintained in a secure location with the following controlled access:~~

~~Document to be maintained~~	~~Period required to be maintained~~
~~Alcohol test results indicating a breath alcohol concentration of 0.02~~	~~5 years~~

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Justified

Formatted: Font: Times New Roman, 12 pt

Formatted: Justified

~~or greater~~

~~Verified positive controlled substance test results~~	~~5 years~~
~~Refusals to submit to required alcohol or controlled substance tests~~	~~5 years~~
~~Calibration Documentation~~	~~5 years~~
~~Substance Abuse Professional's (SAP's) evaluations and referrals~~	~~5 years~~
~~Annual calendar year summary~~	~~5 years~~
~~Records related to the collection process (except calibration) and required training~~	~~2 years~~
~~Negative and canceled controlled substance test results~~	~~1 year~~
~~Alcohol test results indicating a breath alcohol concentration less than 0.02~~	~~1 year~~

Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified
Formatted: Justified

~~B. Types of Records Required to be maintained:~~

~~1. Records related to the collection process:~~

~~a. Collection logbooks (if used).~~

~~b. Documents related to the random selection process.~~

~~c. Calibration documentation for EBT's.~~

~~d. Documentation of Breath Alcohol Technician (BAT) training.~~

~~e. Documentation of reasoning for reasonable suspicion testing.~~

~~f. Documentation of reasoning for post-accident testing.~~

~~g. Documents verifying a medical explanation for the inability to provide adequate breath or urine for testing.~~

~~h. Consolidated annual calendar year summaries.~~

~~2. Records related to federally mandated employee's test results:~~

a. District's copy of the alcohol test form, including results.

b. District's copy of the drug test chain of custody and control form.

c. Documents sent to the District by the MRO.

d. Documentation of any federally mandated employee's refusal to submit to a required alcohol or controlled substance test.

e. Documents provided by a federally mandated employee to dispute results of test.

3. Documentation of any other violations of controlled substances use or alcohol misuse rules.

4. Records related to evaluations and training:

a. Records pertaining to substance abuse professional's determination of federally mandated employee's need for assistance.

b. Records concerning a federally mandated employee's compliance with substance abuse professional's recommendations.

5. Records related to education and training:

a. Materials on drug and alcohol awareness, including a copy of the District's policy on drug use and alcohol misuse.

b. Documentation of compliance with requirement to provide federally mandated employees with educational material, including signed receipt of materials.

c. Documentation of supervisory training.

d. Certification that training conducted under the DOT Rules comply with all requirements of the rules.

6. Records related to drug testing:

a. Agreements with collection site facilities, laboratories, and MRO's.

b. Names and positions of officials and their role in the District's alcohol and controlled substance testing program.

c. Monthly statistical summaries of urinalysis.

d. The District's drug testing policy and procedures.

4.30 ENFORCEMENT.

A. Recommendation for Termination.

The District shall terminate with due process any federally mandated employee for any of the following reasons:

1. Use, sale or possession while on duty or on District property of any controlled substance or alcohol.

2. Conviction for off-duty sale, distribution or possession with intention to distribute illegal drugs or manufacture of illegal drugs.

3. Occurrence of any on-duty accident after which there is a detectable presence of any controlled substance or alcohol, at or above the stipulated minimum level, in the body as indicated by the post accident testing.

4. Failure to pass a return to duty test.

5. Providing false information in connection with a drug or alcohol test; or

6. Attempt to falsify test results through tampering, contamination, adulteration, or substitution.

B. Recommendation for Termination with Employee Assistance Program Option.

Discipline options for off-duty use of alcohol or drugs, as indicated by random or reasonable suspicion testing; or for refusal to comply with a request for a drug or alcohol test; or for the presence of alcohol or drugs in the body system which is at or above the minimum levels, as prescribed by this Rule, while on duty or on District property prior to or after being on duty shall be:

1. First Offense.

a. Recommendation for termination unless an Employee Assistance Program (EAP) option is chosen.

b. Federally mandated employees released from pay status shall have ten working days from notification of disciplinary action to enroll in EAP. If the federally mandated employee fails to enroll during the ten day period, the federally mandated employee shall be terminated.

c. Federally mandated employees who test positive for drugs may return to regular pay status only with the approval of the MRO, after completion of EAP, and a receipt of negative return to duty test.

2. Second Offense (Within a Three-Year Period).

a. Termination with due process.

~~4.31 Conflict in application of this Rule.~~

~~In the event of any conflict between this Rule and the DOT Rules, the provisions in the DOT Regulations shall prevail.~~

4.320 Oral/Written Reprimand

A. Supervisors may reprimand an employee for just cause. Oral Reprimands may be documented on a form prescribed by the Executive Director. Written reprimands may be issued for just cause by the Executive Director ~~upon~~ with or without a recommendation of the direct Ssupervisor. ~~Such~~ Oral and written reprimands may not be administratively appealed, ~~grieved or otherwise appealed.~~

B. If after six (6) months from the effective date of ~~the~~an oral reprimand the employee has shown improvement and no other infraction has occurred, he/she may request that documentation of the Oral reprimand be removed from his/her personnel file. Such requests should be made to the Executive Director and approved by the respective ~~S~~supervisor.

C. ~~In similar manner, after one (1) year from the effective date of the w~~Written reprimands ~~the employee may request that a written reprimand~~ will not be removed from ~~his/her~~ an employee's personnel file unless required by a court of competent jurisdiction.

4.3331 Dismissal, Demotion, Suspension Procedures

A. **Dismissal.** A dismissal is ~~the removal~~ separation of an employee from his/her employment with or without cause.

B. **Demotion.** A demotion is ~~An employee may, for disciplinary reasons, be changed~~ an action changing an employee's position ~~from a position in one classification~~ to another position ~~in a classification~~ with a lower salary range and a ~~cut~~ reduction in pay. Demotions only may be made to a position ~~and~~ in a classification for which the employee is qualifies~~d~~.

C. **Suspension.** A suspension is the temporary removal of an employee from his/her work assignment without pay. Employees ~~not~~ covered by ~~the overtime provisions of~~ the Fair Labor Standards Act (FLSA) shall only be suspended without pay as permitted by the FLSA. *See e.g.* 29 C.F.R. 602 (full-work week suspensions for any disciplinary reason); 29 C.F.R. §541.602(b)(4)(less than full-work week suspensions for infractions of major safety rules); 29 C.F.R. §541.602(b)(5)(less than full-work week suspensions for violations of workplace conduct rules such as sexual harassment, workplace violence, drug or alcohol violations etc., but not for performance or attendance issues).

D. Employees in limited-term, temporary, emergency or probationary status may be dismissed, suspended, or demoted without cause and for any reason the Executive Director deems appropriate. Employees must be advised in writing of the reasons for the dismissal, demotion, or suspension.

Formatted: Justified
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

E. ~~E.~~ eClassified regular~~erified~~ employees who have successfully completed their probationary or extended probationary period may be dismissed, demoted, or suspended only for just cause. Just cause includes, but is not limited to:

1. ~~1.~~ Violation of or failure to comply with the Federal or State Constitution, Statutes, or District Policies, District Rules and Regulations and District ~~Ordinances~~Resolutions;
Indictment by a grand jury:
2. Conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse effect on the employee's ability to carry out their duties or upon the reputation of the District;

3. ~~2.~~ Careless, negligent, or improper use of District property, equipment, or funds;

4. ~~3. Insubordination and/or failure to comply with or accept a reasonable proper assignment from an authorized supervisor~~Insubordination, which shall consist of violation of any official regulation or order or failure to obey, comply or accept any proper directions made and given by a supervisor in the course of employment, or any verbal ridicule of a supervisor by an employee during the course of employment;

5. ~~4.~~ Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements or job performance which continues to be unsatisfactory;

6. ~~5.~~ Disorderly conduct or threats or abuse of others;

7. ~~6.~~ Chronic tardiness or absenteeism, or the improper or unauthorized use of leave privileges or benefits;

8. ~~7.~~ Stealing from the District or from other employees;

~~8.~~ 10. Taking ~~U~~unauthorized leave or job abandonment;

~~3.~~ 11. Failure to obtain and maintain a current license or certificate required as a condition of employment;

12. ~~10.~~ Intentional falsification or mishandling of District records;

13. ~~11.~~ Fraud in securing employment with the District or attempting to secure a promotion or a position by political influence;

14. ~~12.~~ Unauthorized or illegal use, sale, or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;

15. Gambling for money or articles of value during the working period;

16. Unauthorized discussion or release of confidential information documents or records;

Formatted: Font: Times New Roman, 12 pt
Formatted: Outline numbered + Level: 2 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.5"
Formatted: Font: Times New Roman, 12 pt
Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.25" + Indent at: 1"
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 1", First line: 0"
Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.25" + Indent at: 1"
Formatted: Font: Times New Roman, 12 pt
Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.25" + Indent at: 1"
Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.25" + Indent at: 1"
Formatted: Font: Times New Roman, 12 pt
Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.25" + Indent at: 1"
Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.25" + Indent at: 1"
Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.25" + Indent at: 1"
Formatted: Font: Times New Roman, 12 pt
Formatted ... [12]
Formatted ... [13]
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: No bullets or numbering
Formatted: Font: Times New Roman, 12 pt
Formatted ... [14]
Formatted: Indent: Left: 0.75"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 0.75", First line: 0"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

1713. Harassment and/or discriminatory behavior towards any person because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, and disability; or

1814. Action which reflects poorly upon the integrity of the District.

F. Time Limits:

In the event the last day of a time limit falls on a weekend or legal holiday, the time limits shall be extended to include the next working day. Receipt of written notice shall mean the day that the notice is received if hand-delivered or the day the notice is postmarked by certified mail, return receipt requested to the address of record for the employee or the date an e-mail is sent unless there is reason to believe the e-mail recipient did not actually receive the e-mail.

G. The dismissal, demotion or suspension of a ~~certified~~ classified regular employee shall be accomplished according to the following procedures:

1. Notice of Contemplated Action:

   a. To initiate the suspension, demotion, or dismissal, the Supervisor shall serve a notice of contemplated action on the employee which: describes the conduct, action, or omissions which form the basis for the contemplated ~~disciplinary~~ action; gives a general explanation of the evidence the Supervisor has; specifies what the contemplated action is; and states the date, time and place of the predetermination meeting, and that the employee may waive the right to the meeting by notifying the Supervisor in writing prior to the start of the meeting.

   b. At the predetermination meeting the employee shall briefly have the grounds and the proposed ~~disciplinary~~ action explained to him/her and shall have the right to respond. The purpose of the response is ~~not to provide an evidentiary hearing but is~~ an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The employee shall have the right to representation and the meeting may be recorded by either party.

   c. Within seven (7) ~~calendar days~~days from the date of the predetermination meeting, the Supervisor or designee shall notify the employee in writing if no disciplinary action will be taken.

2. Supervisor's Disciplinary Decision: If a decision is made to proceed with the disciplinary action, the Supervisor or designee shall serve the employee with a Disciplinary/Corrective Action Form and supporting documentation within seven (7) ~~calendar days~~days from the date of the predetermination meeting. If it cannot be delivered personally, it will be sent by certified mail, with return receipt requested, to the employee's last address on record.

Formatted: Indent: Left: 0.75", First line: 0"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 0.75", First line: 0"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

a. The Notice of Proposed Disciplinary Action shall state what disciplinary action is being recommended and when the proposed action will take effect, absent an appeal to the Executive Director.

b. No disciplinary action shall be final until the Executive Director ~~have~~ has approved and signed the Disciplinary/Corrective Action Form.

3. Appeal of the Supervisor's Decision: If the employee wishes to appeal the dismissal, demotion, or suspension, the employee shall submit a written notice of appeal to the Executive Director within seven (7) ~~calendar days~~days from receipt of the Disciplinary/Corrective Action Form. The written notice of appeal shall state the specific reason(s) the employee disagrees with the discipline and any other basis for the appeal.

4. The Executive Director shall review the written notice of appeal and respond in writing by preparing a Written Notice of Final Decision within seven (7) ~~calendar days~~days from the date of service of the written appeal. The Executive Director's decision may affirm, modify, or reject the disciplinary action. The Executive Director may, within this time period, request a meeting with the employee to discuss the appeal and its settlement. Even in the absence of an appeal by the employee, the Executive Director, by his own authority, may affirm, modify, or reject the disciplinary action.

5. The Written Notice of Final Decision must:

a. Document the date, time and place of the predetermination meeting;

b. Identify the specific misconduct;

c. Specify the disciplinary action, if any, to be taken;

d. Specify the effective date of the dismissal, demotion, or suspension which must be at least seven (7) ~~calendar days~~days after the date of the Written Notice of Final Decision (during this seven day period the Executive Director may place the employee on paid administrative leave if deemed in the best interest of the District);

e. Inform the employee that the disciplinary action may be appealed to an ~~outside~~ independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) ~~calendar days~~days of the effective date of the dismissal, demotion, or suspension; and

f. Be delivered personally to the employee by the employer or by certified mail, with return receipt requested, to the employee's last address on record.

6. The Executive Director may, when deemed in the best interest of the District, extend the time limit for providing the employee with the Notice of Final Decision.

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

H. Employees who have been dismissed from employment for disciplinary reasons shall not be eligible for rehire.

4.342 Appeal of the Executive Director's Disciplinary Action Decision and Appointment of Hearing Officer.

A. ~~Note:~~ Only suspension, demotions and termination may be appealed under this section. ~~If the appeal of the disciplinary action is not satisfactorily resolved at the Executive Director level, the~~ In order to file a valid appeal under this section, an employee shall submit a written notice of appeal to the Executive Director within ~~seven (15)~~ ten (10) days of receipt of the Executive Director's disciplinary action decision. The Executive Director shall, within twenty ~~thirty (3020)~~ ~~calendar days~~days from the date of service of the written appeal, appoint an outside hearing officer to hear the appeal. Appeals not filed within ~~fifteen~~ ten(1~~5~~0) ~~calendar days~~days shall be dismissed for lack of jurisdiction.

1. The hearing officer shall be a licensed New Mexico attorney or a person experienced in personnel administration. The NCRTD shall obtain prior approval from and maintain a schedule with the names of one or more persons qualified under these rules who will be willing and able to fulfill the requirements of hearing officer.

2. The hearing officer shall not participate in any adjudicatory proceeding if, for any reason, the hearing officer cannot afford a fair and impartial hearing to either party.

3. The employee or District may ask to disqualify the designated hearing officer for cause by filing an affidavit of disqualification within ten (10) ~~calendar days~~days of the hearing officer's designation or immediately upon subsequently learning of the grounds for disqualification. The affidavit must state the particular grounds for disqualification. The designated hearing officer shall rule on motions for disqualification.

4. No person shall discuss the merits of the appeal with the designated hearing officer unless both parties are present or their representatives are present. Hearings on appeals shall comply with the requirements of fundamental due process and shall at a minimum provide, notice, an opportunity for the parties to be heard, the opportunity for parties to submit witnesses and evidence under oath, and the right to cross-examination.

4.353 Hearings.

A. The hearing officer will determine the date and time of the hearing.

B. A party may appear at the hearing through a representative, provided such representative has made a written entry of appearance prior to the hearing date.

C. The hearing officer may clear the room of witnesses not under examination, if either party so requests. The District is entitled to have ~~a person~~the Executive Director or

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

his/her designee, in addition to its representative, in the hearing room during the course of the hearing, even if the person ~~will~~ may testify in the hearing.

D. The District shall present its evidence first.

E. Oral evidence shall be taken only under oath or affirmation.

F. Each party shall have the right to:

1. Make opening and closing statements;

2. Call and examine witnesses and introduce exhibits; and

3. Offer rebuttal evidence.

4. Cross-examine the opposing party's witnesses.

G. The hearing shall be conducted in an orderly and informal manner without strict adherence to the rules of evidence that govern proceedings in the courts of the state of New Mexico. In order to support the hearing officer's decision, there must be a residuum of legally competent evidence admissible to support a verdict in a court of law.

H. The hearing officer shall admit all evidence, including affidavits, if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs. The hearing officer shall exclude immaterial, irrelevant, or unduly cumulative testimony.

I. The hearing officer may take administrative notice of those matters in which courts of this state may take judicial notice.

J. The rules of privilege shall be effective to the extent that they are required to be recognized in civil action in the District Courts of the State of New Mexico.

K. The hearing shall be recorded by a sound-recording device under the supervision of the hearing officer.

L. The District carries the burden of proof by a preponderance of the evidence.

M. At least ~~twenty~~ fifteen (~~20~~15) ~~calendar days~~days prior to the hearing, the parties must submit to the hearing officer:

1. a position statement
2. ~~,~~ a witness list
3. ~~, and~~ an exhibit list.

At least ~~seven~~ five (~~7~~5) days prior to the hearing a party must file any objections to the other party's witnesses or exhibits with the hearing officer. Witnesses who are not disclosed by this deadline or the deadline contained in a pre-hearing order, if any, shall not be permitted to testify except for good cause shown and to prevent manifest injustice.

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: First line: 0"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

N. Subpoenas:

1. The hearing officer has the power to subpoena witnesses.

2. Subpoenas shall be prepared in triplicate by the party requesting the subpoena and will be issued by the hearing officer. A copy of each subpoena shall be sent to the opposing party by the requesting party, together with a transmittal letter listing all persons subpoenaed.

3. Subpoenas shall be hand delivered unless otherwise agreed to.

4. In order to compel attendance at a hearing, the subpoena shall be received by the witness at least seventy-two (72) hours prior to the time the witness is to appear. The hearing officer may waive this rule for good cause shown.

5. Employees under subpoena shall be granted administrative leave for the time spent at the hearing and the time spent traveling to and from the hearing.

O. Hearing Officer's Decision.

1. The hearing officer's decision shall be issued within ~~thirty~~ twenty (~~30~~20) ~~calendar days~~days of the hearing, unless an extension is otherwise agreed to by the parties. The hearing officer's decision shall include findings of fact and conclusions of law. The hearing officer shall provide a copy of the decision to the parties by certified mail with return receipt requested.

2. The hearing officer may uphold, modify, or reverse the decision of the Executive Director.

3. In the event that the hearing officer order includes an award of back pay, the employee shall provide the District with a sworn statement and documentation of any gross earnings and unemployment compensation since the effective date of the disciplinary action. The District shall be entitled to offset earnings and unemployment compensation received during the period covered by the back pay award against the back pay due. The hearing officer shall retain jurisdiction of the case for the purpose of resolving any disputes regarding back pay.

4. The decision of the hearing officer shall be the final step in the administrative process provided for by these Rules.

4.3~~4~~6 ~~Grievance~~ Administrative Dispute Resolution Procedures—Purpose.

The purpose of this procedure is to secure, in an atmosphere of courtesy and cooperation, an equitable solution to personnel matters, employment practices, or job-related conflicts that may arise. This ~~grievance~~ procedure may not be used for appealing disciplinary actions. Disciplinary actions must be appealed according to the provisions in preceding Section of this Rule.

4.~~37~~35 Jurisdiction.

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Justified
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

A. All ~~certified~~ classified regular employees and limited term ~~grant funded~~, non-probationary employees within the District are afforded the right to utilize the ~~Employee's Internal Grievance Procedure~~ Administrative Dispute Resolution Procedures.

B. When two or more ~~grievances~~ disputes are filed which require investigations of a common question of law or fact arising out of the same circumstances, the Executive Director may consolidate them into one ~~grievance~~dispute.

C. ~~Grievances~~ Disputes must be current, concerning matters having taken place within ~~fifteen~~ ten(~~15~~10) ~~calendar days~~days of the ~~of the~~ violation.

D. Case files and record keeping of hearings ~~are~~ are the Executive Director's or designee's responsibility.

4.~~38~~36 ~~Grievance~~ Dispute Defined.

A ~~grievance~~ dispute may be considered as an expressed dissatisfaction, whereby an employee believes that he/she has been unfairly treated in violation of the District's Personnel Rules and Regulations regarding personnel matters. These Rules and Regulations are expressly limited to personnel disputes and do not cover non-personnel matters or matters that are covered by a separate legal regime such as worker's compensation.

4.~~39~~37 Rights.

At any stage during the presentation of the complaint, including the counseling stage, the ~~grievant~~ complainant shall be free from restraint, interference, coercion, discrimination, or reprisal and shall have the right to be accompanied, represented, and advised by a representative of his/her own choosing.

4.~~40~~38 Relevant Facts.

A. The ~~grievance~~ complaint must contain, at a minimum, the following defined facts:

1. The date on which the alleged violation of the District Personnel Rules and Regulations took place.
2. The specific violation of the District Personnel Rules and Regulations about which the complaint is made.
3. Facts and other pertinent information to support the allegations.
4. The remedial action sought by the grievant.

B. The lack of complete information at the time of filing shall not constitute grounds for refusal to accept a ~~grievance~~complaint.

4.~~41~~39 Procedure.

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

The time limits set forth in this procedure may be subject to extension under exceptional circumstances as determined by the Executive Director. In processing the ~~grievance~~complaint, the following procedure shall apply:

A. **Step 1: Immediate Supervisor Level**

Employee submits, in writing, his or her ~~grievance~~ complaint in regard to a violation of the ~~District Personnel Ordinance or~~ Rules and Regulations within ~~fifteen~~ ten (~~15~~10) ~~calendar days~~days of the violation, to his or her supervisor. The supervisor shall respond within ten (10) ~~calendar days~~days of receipt of the written ~~grievance~~ complaint by speaking with the employee. If the ~~grievance~~ complaintis not resolved at this meeting, the immediate supervisor shall provide to the employee a written response. If a satisfactory solution is not reached within ten (10) ~~calendar days~~days after speaking to the immediate supervisor, the grievance may be submitted to Step 2 by filing the complaint with the next higher supervisor ~~with the department director manager~~ within ~~ten~~ five (~~10~~5) ~~calendar days~~days after receipt of the written response by the immediate supervisor. If the immediate supervisor is the ~~Supervisor~~ ighest level of supervisor for the employee, the grievance shall be moved directly to Step 3.

B. **Step 2: Second ~~Manager~~ Level**

If the ~~grievance~~ complaint is not satisfactorily resolved at Step 1, the ~~grievance~~ complaint may be submitted to any intermediate supervisor who is above the direct supervisor but below the Executive Director. ~~the Supervisor's Manager~~. The ~~Manager~~ intermediate supervisor shall respond in writing within ten (10) ~~calendar days~~days of receipt of the written ~~grievance~~ complaint and may, within this time period, request a meeting with the employee to discuss the ~~grievance~~ complaint and its settlement. If the ~~grievance~~complaint is not satisfactorily resolved at this level, the ~~grievance~~ complaint may be submitted to Step 3 by filing with the Executive Director within ~~ten~~ five (~~10~~5) ~~calendar days~~days after receipt of the written response by the ~~Manager~~intermediate supervisor. ~~If the Supervisor does not have a Manager, the employee may proceed to Step 3.~~

C. **Step 3: Executive Director**

If the ~~grievance~~ complaint is not satisfactorily resolved at Step 2, the ~~grievance~~ complaint may be submitted to the Executive Director. The Executive Director shall respond in writing within ten (10) ~~calendar days~~days of receipt of the ~~grievance~~ complaint and may, within this time period, request a meeting with the employee to discuss the ~~grievance~~ complaint and its resolution. The Executive Director's decision shall be final.

Rule 5 WORK HOURS

5.1 Regular full-time District employees have a regular work week of forty (40) hours.

5.2 Normal work hours in the various work units shall be set by the supervisor, with the approval of the Executive Director. Consideration should be given to shift requirements, seasonal conditions, special service needs and other activities necessary to provide a continuity of public service. Occasionally, it may become necessary to deviate from the normal work hours due to changing requirements. It is the responsibility of supervisors to prescribe work hours in such cases.

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

5.3 Lunch Breaks shall be determined by supervisors with the approval of the Executive Director. Generally a one-hour lunch break shall be provided to all employees; however, work schedules and other job-related functions may necessitate variations in the scheduling of the lunch break. Relief periods, other than the lunch break may be granted as time permits but should be limited to fifteen (15) minutes, once in the first half of the work shift and once in the second half. Employees should not combine two (2) relief periods into one, nor should they be allowed to combine a relief period with a lunch break. Relief periods shall not be eliminated to permit employees to start or leave early on a regular basis. In addition, relief periods are a privilege and care should be taken to assure that they are not abused.

Relief periods are considered hours worked; lunch breaks are considered hours not worked. Supervisors should not permit nonexempt employees to forego the lunch break or continue working while having lunch. Lunch breaks may not be eliminated or shortened so that employees can regularly start late or leave early.

RULE ~~5~~6 RECORDS AND REPORTS

~~5~~6.1 District Official Personnel Records.

The official personnel records for each employee of the District shall be maintained in the ~~Santa Fe Office~~Human Resources Office. Such records shall include a copy of the employee's application, the original copy of each performance appraisal reports, and any other pertinent information. Such records shall be made available for inspection by the employee and his/her supervisors, as well as Department Management considering the employee for promotion or transfer and by any person employed by the District authorized by the Executive Director to do so.

~~5~~6.2 Employee Rights.

Employees shall be provided a copy of any material placed in their official personnel record and may present a written response to any material in the record to be attached to the original material.

~~5~~6.3 Confidentiality of Records.

~~E.~~a. Only those records which are subject to inspection under the New Mexico Inspection of Public Records Act will be subject to inspection by members of the public. Personnel records not subject to inspection may be inspected with the written permission of the employee. Supervisors within the employee's chain of command may inspect the employee's record without the employee's permission.

~~F.~~b. For the purpose of preserving the confidentiality of personnel records, the following records may be inspected by the public only with the written permission of the employee. These records include:

~~1.~~i. records pertaining to physical or mental examinations and medical treatment of persons confined to any institution, use of sick leave, FMLA leave;

~~2.~~ii. letters of reference concerning employment, licensing, or permits;

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt, Not Bold, No underline
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"
Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 1", Numbered + Level: 1 + Numbering Style: i, ii, iii, … + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"
Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 1.75"
Formatted: Indent: Left: 1", Numbered + Level: 1 + Numbering Style: i, ii, iii, … + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"

~~3.~~iii. letters or memoranda which are matters of opinion;

~~4.~~iv. documents concerning infractions and disciplinary actions;

~~5.~~v. performance appraisals;

~~6.~~vi. college transcripts; and

~~7.~~vii. military discharge if other than honorable.

7. Employee Benefit Programs: As a standard for assignment of retirement, fringe benefits and annaull salary increases under these rules and regulations, the following shall apply:

(a) Full-time regular employees - Shall be eligible for participation in the following subject to rules and regulations governing said benefits:

1. Public Employees Retirement Association of New Mexico (PERA).
2. New Mexico Retiree Health Care Authority.
3. Social Security.
4. 457 Deferred Compensation Plan.
5. Insurance benefits.
6. Additional fringe benefits identified in the Personnel Rules and Regulations and administrative policies that are applicable to this classification.

(b) Part-time regular employees - Shall be eligible for participation in the above mentioned benefits, on a pro-rated basis, subject to rules and regulations governing said benefits. Pro-ration is based on the ratio of hired hours to the number of hours in the normally scheduled work period.

(c) Temporary employees - Shall not be eligible for participation in the fringe benefits identified herein.

When a temporary employee is converted from temporary to regular or limited-term, without a break in continuous service, the following shall apply:

1. Eligibility for participation in retirement benefits shall be based on the date the employee was converted to probationary, regular or limited-term status.
2. The service date, as defined in these rules and regulations, shall be used in computing annual leave, sick leave.
3. Eligibility for participation in the salary increase process shall be based on the date the employee was converted to probationary, regular or limited-term status.
4. If the employee is converted to a regular or limited-term position, the date of this conversion shall be used in computing the probationary period.

(d) Limited-term employees - Shall be eligible for participation in the following subject to rules and regulations governing said benefits:

1. Public Employees Retirement Association of New Mexico (PERA).

Formatted: Indent: Left: 1.75"
Formatted: Indent: Left: 1", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"
Formatted: Indent: Left: 1.75"
Formatted: Indent: Left: 1", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"
Formatted: Indent: Left: 1.75"
Formatted: Indent: Left: 1", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"
Formatted: Indent: Left: 1.75"
Formatted: Indent: Left: 1", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"
Formatted: Indent: Left: 1.75"
Formatted: Indent: Left: 1", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"
Formatted: Indent: Left: 0.75"
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Bold
Formatted: Justified
Formatted: Highlight
Formatted: Font: Not Bold, Highlight
Formatted: Font: Not Bold, Highlight
Formatted: Justified, Indent: Left: 0.25"
Formatted: Underline, Highlight
Formatted: Font: Not Bold, Highlight

2. Social Security.
3. New Mexico Retiree Health Care Authority.
4. 457 Deferred Compensation Plan.
5. Insurance benefits.
6. Additional fringe benefits identified in the Personnel Rules and Regulations and administrative policies that are applicable to this classification.

Formatted: Font: Not Bold

Formatted: Font: Times New Roman, 12 pt

Formatted: Justified

~~RULE 6 NCRTD VEHICLE USE POLICY~~

~~6.1. Definitions~~

~~A. **Approving Authority** - the Executive Director or other staff member who has been specifically delegated authority to approve employee use of NCRTD vehicles for purposes other than Take Home Use.~~

~~B. **Call-out Use** is use of an NCRTD vehicle by an employee who has been contacted and officially called back to work without prior notice after departing from his/her regularly scheduled shift.~~

~~C. **Normal Work Use** is use of an NCRTD vehicle by an employee for work performed during an assigned work period and includes extended work hours or work performed in response to being called out to do work. Employees assigned to stand-by status in accordance with Personnel Rules are considered to be performing normal work.~~

~~D. **Special Use** is use of an NCRTD vehicle by an employee, which causes that vehicle to be removed from and kept off of NCRTD or public premises when the vehicle is not being actively used for work.~~

~~E. **Stand-by Use** is use of an NCRTD vehicle by an employee who is required to remain within the district, at home, or available by telephone or other means of communication to be able to respond to emergency service request(s).~~

~~F. **Take Home Use** is use of an NCRTD vehicle assigned to an employee for dedicated business use, including commuting to and from work and de minimus personal use. NCRTD will tax Take Home Vehicle Use as a working condition benefit and such use is subject to all IRS regulations regarding taxability of fringe benefits.~~

~~G. **Travel Use** is use by an employee of an NCRTD vehicle associated with approved travel outside the District.~~

~~6.2. Responsibility~~

~~A. The NCRTD Executive Director is hereby designated as "Approving Authority" in determining positions of NCRTD employment eligible for assignment of vehicles for Take Home Use.~~

~~B. The NCRTD Executive Director may delegate approval authority to a Department Director, or other designee, for NCRTD vehicles used for purposes other than Take Home Use. Until and unless such delegation is made in writing by the NCRTD Executive Director, no Department Director or other designee shall assume such approval authority.~~

~~C. Offers of employment that provide Take Home Use of a vehicle must have prior NCRTD Executive Director approval before the offer is made. As of the date of this policy, the NCRTD will~~

honor existing employment contracts and letters of employment that provide for Take Home Vehicle Use. However, nothing in this policy will limit the NCRTD's ability to modify Take Home Use of NCRTD vehicles by employees.

D. The NCRTD Executive Director shall notify the NCRTD Accountant that an employee has been assigned Take Home Use of a NCRTD vehicle within ten days from the date of vehicle assignment.

6.3 **Policy**

A. NCRTD vehicles that have not been assigned to employees for Take Home or Special Use and while not being used for Normal Work or Travel Use are to remain on NCRTD premises.

B. Employees assigned call-out or stand-by status may be assigned a Special Use vehicle.

C. Vehicles assigned to employees for Special Use or Take Home Use shall be used in accordance with the following rules:

1. Vehicles shall be returned and left with the assigned employee's department when the employee is on vacation or on travel status and not using the vehicle for travel.

2. The approving authority may require the return of an NCRTD vehicle from an employee who is on extended sick leave or other unplanned extended leave (longer than 3 days).

3. Vehicles shall not be used to transport non-NCRTD employees including the employee's children or other family members except for persons who have a working or other business relationship with the NCRTD, or with advance NCRTD Executive Director approval for
special events such as parades.

D. Employees using NCRTD vehicles for Travel Use must have the approval of the approving authority prior to submission of a travel advance request. The unit number of the vehicle intended for travel use is required on the Travel Advance Form for each employee intending to travel in and/or use the vehicle.

E. All vehicles used for overnight travel and/or business may be taken to the assigned NCRTD employee's residence with prior approval from the approving authority.

F. Employees using NCRTD vehicles for any purpose are expected to use good judgment and take reasonable steps to protect the vehicles from damage or vandalism, especially when taken overnight to the residence of the assigned employee or while used for travel.

G. In case of an accident or vandalism, it is the responsibility of the assigned NCRTD employee to immediately report the accident or vandalism to local authorities and obtain a police file number of the incident. In addition, the assigned NCRTD employee must contact his/her supervisor as soon as possible to report the accident, vandalism, or occurrence.

H. All employees are required to carry a valid driver's license and NCRTD identification when driving a NCRTD Vehicle. If an employee is driving a vehicle that requires a Commercial Driver's License (CDL), the employee must carry a valid CDL and a valid medical card.

I. It is the responsibility of the employee driving an NCRTD vehicle to make sure a current NCRTD insurance card and registration card are in the glove box of the vehicle she is driving. If

those documents are not in the vehicle's glove box, the employee is to contact his/her supervisor
immediately and the vehicle shall not be driven until the vehicle has the required insurance and registration cards.

J. Smoking is not permitted in any NCRTD vehicle by any driver or occupant at any time.

K. While driving an NCRTD vehicle, employees are expected to obey all traffic laws and pay close attention to the road and traffic.

L. The use of an NCRTD issued cellular or other wireless telephone while driving an NCRTD vehicle is only allowed when absolutely essential for conducting NCRTD business. Employees are encouraged to conduct NCRTD business on an NCRTD owned telephone while the vehicle is
stopped off the road or while the employee is not driving. The use of a personal cellular telephone or conducting personal conversations or personal business on an NCRTD-issued cellular telephone is prohibited while driving a NCRTD vehicle.

M. While in an NCRTD vehicle with a two-way radio communication system employees are required to monitor the NCRTD's two-way radio communication system, abide by Federal Communications Commission(FCC) regulations and use the radio system for NCRTD business only.

1.The NCRTD expects all employees who use radios in NCRTD vehicles to be familiar with the FCC regulations for Land Mobile Usage by a Government Agency and the consequences for violation of those regulations. Further, the NCRTD expects all employees who use radios in NCRTD vehicles to only use the radio for business purposes and to keep the radio on and open for business communications. Any employee who violates the FCC regulations or uses an NCRTD radio for non-NCRTD purposes will be subject to disciplinary action, up to and including termination. The employee may also be held responsible for paying any fines imposed for violation of the FCC rules.

2. The following list includes, but is not limited to types of radio communications prohibited by the FCC and the NCRTD:

a. Messages in connection with any activity which is against Federal, State or local laws;

b. False or deceptive messages;

c. Coded messages or messages with hidden meanings (excluding the 10 codes permissible by the FCC);

d. Intentional interference;

e. Music, whistling, sound effects, or material to amuse or entertain;

f. Obscene, profane, or indecent words, language or meaning;

g. Advertisements or offers for the sale of goods or services;

h. Advertisements for a political candidate or political campaign;

~~i. International distress signals, such as the word "Mayday" except when in immediate danger~~

~~j. Unauthorized emissions (re-broadcasting one frequency over another);~~

~~j. Continuous or uninterrupted transmissions, except for communications involving the immediate safety of life or property.~~

Formatted: Font: Times New Roman, 12 pt
Formatted: Justified
Formatted: Justified, Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Tab after: 0.25" + Indent at: 0.25"
Formatted: Justified
Formatted: Font: Times New Roman, 12 pt
Formatted: Normal, Justified, Indent: Left: 0", No widow/orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers
Formatted: Justified, Indent: Left: 2"
Formatted: Justified
Formatted: Font: Times New Roman, 12 pt

~~Jim West, Chairman~~Daniel Barrone, Chair~~man~~

Approved as to form:

Formatted: Justified

~~Mark A. Basham~~Peter Dwyer, Counsel

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Justified
Formatted: Centered

Definitions (with Peter's changes)

Accrued Vacation Leave: The hours of annual leave an employee has earned from their anniversary date to a particular month that have not yet been added to the employee's records.

Accumulated Vacation Leave: The hours of annual leave an employee has in their records and that are added on a monthly basis.

Administrative Dispute: A written statement of dissatisfaction about the administration of the Personnel Rules and Regulations of the District as it affects an individual employee or group of employees.

Administrative Leave: Leave that is authorized by the Executive Director with or without pay for an employee during the time a fact finding investigation or other administrative proceeding is pending completion or in other circumstances deemed in the best interest of the District.

Allocation: The official assignment of an individual position to the proper classification according to the duties performed and authority exercised.

Anniversary Date: The initial date of employment in a budgeted position and the date from which vacation leave, sick leave and longevity will be computed.

At–Will Employment: The employment relationship for all employees hired in exempt employee classifications under state law and whom maybe terminated at any time with or without cause or notice. Employees who are FLSA exempt under federal law may also be exempt under state law.

Board: means the Board of Directors of the NCRTD.

Bona fide occupational qualification: Means a qualification reasonably related to the satisfactory performance of the duties of a job, and for which where there is factual basis to believe that a person lacking the qualification would be unable to perform satisfactorily the duties of the job with safety and efficiency.

Budgeted Position: A position that is funded in the District's annual budget.

Candidate: Means any person who has qualified under these Rules for appointment in a specific classification.

Classified Regular employee: Means the status acquired by a non-exempt employee who has successfully completed his/her probationary period and is, therefore, classified to serve in the position he/she holds.

Classification: Means one or more positions so similar in the essential character of their duties and responsibilities that the same pay range, title, and qualification requirements can be applied.

Classification Title: A name assigned to a position that indicates a particular level of rank and specific duties and responsibilities.

Classification and Compensation Plan: The District's official plan that classifies positions and sets compensation rates.

Compensation: The salary/wage and all other forms of valuable consideration earned by, or paid to, any employee in remuneration for the services in any position.

Day or Days: any reference to day or days means business day or days and shall include normal dates of operation and excludes weekends and holiday.

Disabilities: A physical or mental impairment that substantially limits one or more major life activities of an individual, a record of such impairment, or being regarded as having such an impairment.

District: The North Central Regional Transit District.

Disciplinary Action: There are several types of disciplinary action that may include, whether individually or in combination, an official reprimand (verbal or written), suspension, reduction in salary, demotion, or termination.

Division: A major functional subdivision of the District organizational structure that is accountable to the Executive Director.

Division Guidelines: Guidelines issued by a division manager and approved by the Executive Director designed for specific types of activities within a division's operation.

Division Manager (Manager/Management): means an employee in a position that manages internal and/or external staff, and who plans, organizes, integrates, coordinates, and controls the activities of others. A manager also is held accountable for the performance of people, services, systems, programs and resources and serves in an at-will position that administers the operation of a district division and is directly responsible to the Executive Director.

Domestic partners: means any person living in the same domicile as the employee or prospective employee.

Employee or Incumbent: A person occupying a position in the district service. Such persons include, but are not limited to, the following:

1. Classified Regular Employee: means a budgeted, full or part-time position, duties of which do not terminate at any stated time. An employee working 40 hours minimum per week is eligible to receive full fringe benefits. An employee working not less than 21 hours and nor more than 39 hours per week is entitled to partial fringe benefits on a pro rata basis.

Formatted: Indent: Left: 1", No bullets or numbering

2. Exempt Employee: means a budgeted, full or part-time position, exempt from the classified service and/or FSLA.

3. Temporary Employee: means the employment of a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed twelve months of employment unless otherwise approved by of the Executive Director.

4. Limited Term Employee: means the employment of a person for a designated period of time, usually in excess of one (1) year, for a limited and specified time period, e.g., one year or longer subject to funding for the project or program, with benefits and subject to all personnel rules and regulations, except for the right of appeal regarding the expiration of the appointment or as otherwise stated herein.

5. Emergency Employee: employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District and where there are no candidates available on an appropriate list of eligible's.

Essential functions: The fundamental job duties of any particular employment position. The term "essential function" does not include the marginal functions of the position. The job function may be essential for any or several reasons including, but not limited to, the following:

- the reason the positions exists is to perform that function;
- there are a limited number of employees available among whom the performance of that job function can be distributed; or

- it is necessary to ensure that life or safety is not jeopardized.

Executive Director: means the chief executive officer of the North Central Regional Transit District ("District") who is responsible for the administration and supervision of all District activities including the appointment, hiring, and retention of all employees, management of any divisions or departments which may be created, and ultimate supervisory responsibility for all employees of District.

Fair Labor Standards Act (FLSA): A federal law enacted by the United States Congress in 1938, which sets minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees who are covered by the Act.

FLSA Exempt Employee: A person in a budgeted position exempt from the overtime provisions of the Fair Labor Standards Act as an executive, administrative, or professional employee.

Family Medical Leave Act (FMLA): A law enacted on February 5, 1993 which entitles qualified employees to up to 12 weeks of unpaid leave per year for the birth, adoption or placement for foster care of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition.

Furlough: means the temporary placement of an employee in a reduced work hour schedule, which can either be partial or full time, due to lack of work or funds.

In-grade Hire: Means the authorized hiring of an employee at a rate higher than the initial or beginning rate in the pay range assigned to the position.

Hiring Authority: The Executive Director, or the Executive Director's designated representative who has the authority to hire individuals to fill positions.

Hire Date: The date that a newly hired employee (temporary or probationary) begins work for the District.

Lists of Eligibles: Means a list of names classified by the Executive Director from which a candidate may be selected for employment.

Probationary Period: A working trial or orientation period ranging from six to twelve months during which an employee demonstrates, by actual performance, the employee's suitability for the duties of the position to which the employee has been appointed.

Position: The official rank within a given classification and held by an employee with a descriptive title.

Position Description: A complete and detailed statement about the responsibilities, essential functions, specific duties, and minimum qualifications of a specific position within a given classification, as well as decision-making responsibilities, level of supervision received and exercised, working conditions, and equipment operated.

Promotion: A change in the employment status of an employee to a position in a higher classification with a higher rate of pay and increased responsibility.

Range: The limits set for the minimum and maximum rates of pay within a given classification.

Rate of Pay: See compensation.

Reclassification: The process of reassigning a position to a different classification as a result of a position audit.

Retirement: Official retirement from a budgeted position and District service that is available when the requirements of the employee's retirement system are met.

Salary Date: The date on which an employee's rate of pay becomes effective and on which advancements within the pay plan are generally based.

Salary Schedule: a series of salary ranges to which the various classifications in the District are to be allocated with ranges for each classification consistent with the functions outlined in the job descriptions and any current classification policy. Each salary range shall include minimum and maximum rates of pay.

Separation Date: The last day of an employee's work in District service, after which no vacation or sick leave is accrued or used.

Supervisor: An employee hired and/or appointed by the Executive Director assigned to a division to assign/direct and evaluate the work of other employees within a designated work unit of the same division.

Reduction in Force: Means the separation, lay off, involuntary demotion, reassignment, or reduction of work hours or number of employees in the District or in a division due to lack of work or funds.

Termination: The separation of an employee from District service. Termination may be by discharge, death, lay-off, resignation, retirement, work completion, contracting out District services, or lack of work or funds. The termination date is synonymous with the separation date and is the last day of an employee's work in District service. No vacation or sick leave is accrued or used from that date forward.

Transfer: A reassignment of an employee from one position to another position in the same classification or another classification having the same pay range, involving the performance of similar duties, and requiring substantially the same basic qualifications.

Unauthorized Leave of Absence: Failure of an employee to notify and receive permission from their immediate supervisor in advance of absence or failure of an employee to report for work at the beginning of their next regularly-scheduled work period. An unauthorized leave of absence includes all or any portion of a work day for which notice and approval have not been provided. An unauthorized leave of absence may be grounds for disciplinary action up to an including termination. Unauthorized leave is not compensated.

Formatted: Highlight

Workday: An employee's scheduled daily hours of employment.

Workweek: An employee's schedule of work hours within an appointed week

Formatted: Font: Times New Roman, 12 pt

Page 33: [1] Formatted — **Anthony J. Mortillaro** — **6/8/2012 10:04:00 AM**

List Paragraph, Left, Indent: Left: 1", Line spacing: single, No bullets or numbering, Tab stops: Not at 0.75" + 5.06" + 5.5"

Page 33: [2] Formatted — **Anthony J. Mortillaro** — **6/8/2012 10:04:00 AM**

Indent: Left: 1.63", Numbered + Level: 2 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 1.13" + Indent at: 1.38"

Page 33: [3] Formatted — **Anthony J. Mortillaro** — **6/8/2012 10:04:00 AM**

Indent: Left: 1", First line: 0", Tab stops: Not at 0.75"

Page 33: [4] Formatted — **Anthony J. Mortillaro** — **6/8/2012 10:04:00 AM**

Indent: Left: 1", First line: 0", Tab stops: Not at 0.75"

Page 33: [5] Formatted — **Anthony J. Mortillaro** — **6/8/2012 10:04:00 AM**

Indent: Left: 1.25", First line: 4.75"

Page 33: [6] Formatted — **Anthony J. Mortillaro** — **6/8/2012 10:04:00 AM**

Indent: Left: 1", Tab stops: 1.51", List tab + Not at 0.76"

Page 33: [7] Formatted — **Anthony J. Mortillaro** — **6/8/2012 10:04:00 AM**

Indent: Left: 1", Tab stops: 1.51", List tab + Not at 0.76"

Page 33: [8] Formatted — **Anthony J. Mortillaro** — **6/8/2012 10:04:00 AM**

Indent: Left: 1.88", Numbered + Level: 3 + Numbering Style: i, ii, iii, … + Start at: 1 + Alignment: Right + Aligned at: 1.38" + Indent at: 1.5"

Page 36: [9] Formatted — **Anthony J. Mortillaro** — **6/8/2012 10:04:00 AM**

Indent: Left: 1", Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.75", Tab stops: 1.25", List tab + Not at 0.75"

Page 36: [10] Formatted — **Anthony J. Mortillaro** — **6/8/2012 10:04:00 AM**

Indent: Left: 1", Tab stops: 2", List tab + Not at 0.5"

Page 37: [11] Formatted — **Anthony Mortillaro** — **11/22/2011 9:43:00 AM**

Tab stops: 1", List tab + Not at 0.75"

Page 51: [12] Formatted — **Anthony Mortillaro** — **11/22/2011 9:54:00 AM**

Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.25" + Indent at: 1"

Page 51: [13] Formatted — **Anthony Mortillaro** — **11/22/2011 9:54:00 AM**

Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.25" + Indent at: 1"

Page 51: [14] Formatted — **Anthony Mortillaro** — **11/22/2011 9:56:00 AM**

Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 12 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: July 6, 2012
Agenda Item - D

Title: Discussion and consideration of adoption of Resolution No. 2012-14 providing for the distribution of salary increases for Fiscal Year 2013 for non-collective bargaining positions.

Prepared By: Anthony J. Mortillaro, NCRTD Executive Director

Summary: To discuss and consider the authorization to distribute budgeted productivity increases for fiscal year 2013. This compensation plan and resolution will only apply to those positions that are not covered by a Collective Bargaining Agreement (CBA). Salary increases for positions covered by a CBA will be addressed when the Union and District have agreed to a CBA which has been adopted by the Board.

Background: The Personnel Rules and Regulations, specifically section 3.12 indicates the following:

3.12 Salary Increases.

A. Productivity increases shall not be granted on an automatic basis but shall be granted upon the demonstrated quality of performance as promulgated by the Board and based on the availability of funding.

1. Exempt, classified, and term employees who are considered to be deserving as evidenced by average or above job performance, may be granted a productivity increase based on a productivity formula as approved by the Board, as may be determined periodically within the limits of the salary range after one (1) year from the date of:

a. re-hire or re-employment;
b. initial appointment;
c. the last productivity increase; or
d. promotion.

2. Any period of leave without pay in excess of thirty (30) calendar days shall not be credited as continuous service toward eligibility for a productivity increase.

3. Service in emergency, term, or temporary status, when followed without a break in service by probationary appointment to the same classification, will be credited toward eligibility for a productivity increase.

The current salary plan was created in 2007 by Personnel Systems and Services a company that provides Human Resources and Management Consulting. The plan was subsequently adopted by the Board on October 5, 2007. The pay plan was developed through a job classification and analysis, an evaluation of internal equity, and a market survey and analysis. Since its adoption, five (5) years have now transpired and the step plan has not been adjusted nor has a market survey and analysis been conducted to ascertain the market competitiveness of the NCRTD's compensation rates. Valid compensation practices stipulate an annual review of the salary plan and adjustment based upon survey data in order for organizations to remain competitive in their recruitment and retention of employees.

The initially adopted salary plan is a step plan that has positions assigned to grades which are related to a salary range (attached). The salary ranges have an approximate 40% spread from minimum to maximum pay. The spread in each step in each grade is approximately 3%. However in August of 2011 the Board established an increase of 1.5% for performance adjustments in FY12 and as a result the Board then adopted a new salary plan that had a spread between each step of approximately 1.5%.

Once the Board has approved an annual salary increase adjustment, each employee is eligible to receive a performance evaluation on their anniversary date and based upon a performance review the employee would be eligible for either a 0% or 1.5% "productivity" increase [(FY 2012) prior year increases were 3%] evidenced by average or above average performance. The current system does not allow for a performance increase differentiation for levels of performance that are "average, "above average" or "exceptional". The NCRTD's compensation plan is based upon performance and no cost-of-living increases have been awarded since its inception nor have any been recommended. For FY 13 the Executive Director has recommended 3% for productivity increases, which was incorporated into the budget which the Board adopted on June 1, 2012. This increase amount if adopted as part of the Compensation plan would be distributed upon the evaluation of the employee at their anniversary date. The Executive Director is also recommending that the District no longer utilize a step pay plan and revert to a minimum and maximum pay range.

Recommended Action: It is recommended that the Board discuss and consider approval of Resolution No. 2012-14 adopting the FY 2013 Compensation Plan for Non Collective Bargaining Positions and the recommendation of the Finance Sub Committee.

The Finance Subcommittee met on June 22, 2012 and recommended the following:

1. Adoption of Resolution No. 2012-14 establishing the distribution of a 3% productivity increase based upon performance applicable only to non-represented positions;
2. Adoption of a compensation plan that has minimum and maximum salary ranges (elimination of the existing step plan);
3. Authorization for the Executive Director to engage a third party service to conduct a market survey and analysis of the data to establish appropriate compensation ranges for positions in the District's classification plan for FY 13 and to report the results to the Finance Subcommittee and a subsequent recommendation to the Board in FY 13.

Options/Alternatives: The Board may consider the following options/alternatives:

1. Take no action; or
2. Adoption of the recommendation of the Finance Subcommittee and Resolution; or
3. Amend the resolution and then take action to adopt.

Fiscal Impact: The FY 13 Budget contains sufficient funds for distribution of a 3% salary adjustment for all employees of the District.

Attachments:

- Resolution No. 2012-14
- FY 13 Compensation Plan (with addition of Custodian, Facilities Maintenance Specialist and Human Resources Assistant classifications)
- Resolutions No. 2011-06 and 2011-09

North Central Regional Transit District (NCRTD)

Resolution 2012-14

ADOPTION OF A COMPENSATION PLAN FOR FY 2013 FOR NON-COLLECTIVE BARGAINING POSITIONS

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, the NCRTD Board adopted by voice vote the 2007 compensation plan at its October 2007 Board meeting; and

WHEREAS, the NCRTD Personnel Policies Section 3.8 requires that the compensation plan be adopted by resolution; and

WHEREAS, the NCRTD Board has approved the FY 2013 Budget which provides funding for a 3% productivity increase for non-collective bargaining employees in concert with the Districts adopted Personnel Policies.

NOW THEREFORE BE IT RESOLVED THAT THE FY 2013 COMPENSATION PLAN FOR ALL NCRTD POSITIONS IS APPROVED AND ADOPTED AS ATTACHED HERETO AS EXHIBIT "A" FOR FISCAL YEAR 2013 ON THIS 6TH DAY OF JULY 2012.

_____

Daniel Barrone, Chair

Approved as to form:

_____

Peter Dwyer, Counsel

NCRTD Compensation Plan Fiscal Year 2013
Job Class Order

Position	Grade	Minimum	Maximum	Exempt / Non Exempt
Custodian	7	$23,441	$33,420	NON EXEMPT
Driver	8	$25,249	$35,999	NON EXEMPT
Dispatcher	9	$27,197	$38,776	NON EXEMPT
Facilities Maintenance Specialist	11	$31,555	$44,990	NON EXEMPT
Route Supervisor	12	$33,990	$48,462	NON EXEMPT
Financial Specialist	12	$33,990	$48,462	NON EXEMPT
Fleet Manager	12	$33,990	$48,462	EXEMPT
Operations Analyst	12	$33,990	$48,462	NON EXEMPT
Executive Assistant	13	$36,612	$52,200	NON EXEMPT
Public Information Officer	14	$39,436	$56,226	EXEMPT
Human Resources Assistant	16	$45,756	$65,237	EXEMPT
Financial Analyst	16	$45,756	$65,237	NON EXEMPT
Service Development and Projects Manager	18	$54,953	$78,350	EXEMPT*
Financial Manager	18	$54,953	$79,350	EXEMPT*
Transit Operations and Maintenance Mgr.	18	$54,953	$78,350	EXEMPT*
Transit Projects Manager	20	$66,009	$94,113	EXEMPT*
* At will				

North Central Regional Transit District (NCRTD)

Resolution 2011-06

ADOPTION OF THE PAY PLAN FOR FY 2012

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, the Governing body in and for the NCRTD adopted by voice vote the 2007 pay plan at its October 2007 Board meeting; and

WHEREAS, the 2007 adopted pay plan continues to be the current pay plan and has not been modified or amended; and

WHEREAS, the NCRTD Personnel Policies section 3.8 requires that the pay plan be adopted by resolution; and

WHEREAS, the NCRTD Finance sub-committee has reviewed the pay plan at its June 24th meeting, and recommends for adoption.

NOW THEREFORE BE IT RESLOVED THAT THE ATTACHED FISCAL YEAR 2012 PAY PLAN WAS PASSED, APPROVED AND ADOPTED THIS 5TH DAY OF AUGUST 2011.

Rosemary Romero, Chair

Approved as to form:

Peter Dwyer, Counsel

NCRTD OFFICIAL DOCUMENT

North Central Regional Transit District (NCRTD)

Resolution 2011-09

ADOPTION OF AN AMENDED PAY PLAN FOR FY 2012
(FIRST ADOPTED AS RESOLUTION 2011-06
ON AUGUST 5TH, 2011)

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, the NCRTD Board adopted by voice vote the 2007 pay plan at its October 2007 Board meeting; and

WHEREAS, the NCRTD Personnel Policies Section 3.8 requires that the pay plan be adopted by resolution; and

WHEREAS, the NCRTD Board at its August 5, 2011 meeting approved Resolution 2011-06, adopting a pay plan for FY 2012; and

WHEREAS, the NCRTD Board has approved a "productivity increase" for FY 2012 which necessitates the modification of the pay plan to realign steps into 1.5% increments.

NOW THEREFORE BE IT RESOLVED THAT THE FY 2012 PAY PLAN IS APPROVED AND ADOPTED AS AMENDED AND ATTACHED HERETO AS EXHIBIT "A" FOR FISCAL YEAR 2012 ON THIS 4TH DAY OF NOVEMBER 2011.

Rosemary Romero, Chair

Approved as to form:

Peter Dwyer, Counsel

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
REVISED PAY PLAN FOR FISCAL YEAR 2012

Exhibit "A"
Board Approved on November 4, 2011

Grade	Job Title		Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	FLSA Status
		Annual	$23,441.60	$23,795.20	$24,148.80	$24,502.40	$24,876.80	$25,251.20	$25,625.60	$26,000.00	$26,395.20	$26,790.40	$27,185.60	$27,601.60	
7		Bi-Weekly	$901.60	$915.20	$928.80	$942.40	$956.80	$971.20	$985.60	$1,000.00	$1,015.20	$1,030.40	$1,045.60	$1,061.60	
		Hourly	$11.27	$11.44	$11.61	$11.78	$11.96	$12.14	$12.32	$12.50	$12.69	$12.88	$13.07	$13.27	
		Annual	$25,251.20	$25,825.60	$26,000.00	$26,395.20	$26,790.40	$27,165.60	$27,601.60	$26,017.60	$28,433.60	$26,870.40	$29,307.20	$29,744.00	
8	Driver	Bi-Weekly	$971.20	$965.60	$1,000.00	$1,015.20	$1,030.40	$1,045.60	$1,061.60	$1,077.60	$1,093.60	$1,110.40	$1,127.20	$1,144.00	Non-Exempt
		Hourly	$12.14	$12.32	$12.50	$12.69	$12.88	$13.07	$13.27	$13.47	$13.67	$13.88	$14.09	$14.30	
		Annual	$27,206.40	$27,622.40	$28,038.40	$28,454.40	$26,691.20	$29,328.00	$29,764.80	$30,201.60	$30,659.20	$31,116.80	$31,574.40	$32,052.80	
9	Dispatcher	Bi-Weekly	$1,046.40	$1,062.40	$1,078.40	$1,094.40	$1,111.20	$1,128.00	$1,144.80	$1,161.60	$1,179.20	$1,196.80	$1,214.40	$1,232.80	Non-Exempt
		Hourly	$13.08	$13.28	$13.48	$13.68	$13.89	$14.10	$14.31	$14.52	$14.74	$14.96	$15.16	$15.41	
		Annual	$29,286.40	$29,723.20	$30,160.00	$30,617.60	$31,075.20	$31,532.80	$32,011.20	$32,489.60	$32,968.00	$33,467.20	$33,966.40	$34,465.60	
10		Bi-Weekly	$1,126.40	$1,143.20	$1,160.00	$1,177.60	$1,195.20	$1,212.80	$1,231.20	$1,249.60	$1,268.00	$1,287.20	$1,306.40	$1,325.60	
		Hourly	$14.08	$14.29	$14.50	$14.72	$14.94	$15.16	$15.39	$15.62	$15.85	$16.09	$16.33	$16.57	
		Annual	$31,553.60	$32,032.00	$32,510.40	$32,988.80	$33,488.00	$33,987.20	$34,507.20	$35,027.20	$35,547.20	$36,088.00	$36,628.80	$37,189.60	
11		Bi-Weekly	$1,213.60	$1,232.00	$1,250.40	$1,268.80	$1,288.00	$1,307.20	$1,327.20	$1,347.20	$1,367.20	$1,388.00	$1,408.80	$1,429.60	
		Hourly	$15.17	$15.40	$15.63	$15.86	$16.10	$16.34	$16.59	$16.84	$17.09	$17.35	$17.61	$17.87	
	Route Supervisor	Annual	$33,987.20	$34,507.20	$35,027.20	$35,547.20	$36,088.00	$36,628.80	$37,169.60	$37,731.20	$38,292.80	$38,875.20	$39,457.60	$40,040.00	Non-Exempt
12	Financial Specialist	Bi-Weekly	$1,307.20	$1,327.20	$1,347.20	$1,367.20	$1,388.00	$1,408.80	$1,429.60	$1,451.20	$1,472.80	$1,495.20	$1,517.60	$1,540.00	Non-Exempt
	Operations Analyst	Hourly	$16.34	$16.59	$16.84	$17.09	$17.35	$17.61	$17.87	$18.14	$16.41	$16.69	$16.97	$19.25	Non-Exempt
		Annual	$33,987.20	$34,507.20	$35,027.20	$35,547.20	$36,088.00	$36,628.80	$37,169.60	$37,731.20	$38,292.80	$38,875.20	$39,457.60	$40,040.00	
12	Fleet Manager	Bi-Weekly	$1,307.20	$1,327.20	$1,347.20	$1,367.20	$1,388.00	$1,408.80	$1,429.60	$1,451.20	$1,472.80	$1,495.20	$1,517.60	$1,540.00	Exempt
		Hourly	$16.34	$16.59	$16.84	$17.09	$17.35	$17.61	$17.87	$18.14	$18.41	$18.69	$18.97	$19.25	
		Annual	$36,608.00	$37,146.80	$37,710.40	$38,272.00	$38,854.40	$39,436.80	$40,019.20	$40,622.40	$41,225.60	$41,849.60	$42,473.60	$43,116.40	
13	Executive Asst/HR Spec	Bi-Weekly	$1,408.00	$1,428.80	$1,450.40	$1,472.00	$1,494.40	$1,516.80	$1,539.20	$1,562.40	$1,585.60	$1,609.60	$1,633.60	$1,658.40	Non-Exempt
		Hourly	$17.60	$17.86	$16.13	$18.40	$16.68	$18.96	$19.24	$19.53	$19.82	$20.12	$20.42	$20.73	
		Annual	$39,436.60	$40,019.20	$40,622.40	$41,225.60	$41,849.60	$42,473.60	$43,118.40	$43,763.20	$44,426.80	$45,094.40	$45,780.60	$46,467.20	
14	Public Information Officer	Bi-Weekly	$1,516.60	$1,539.20	$1,562.40	$1,585.60	$1,609.80	$1,633.60	$1,858.40	$1,883.20	$1,708.80	$1,734.40	$1,760.80	$1,787.20	Exempt
		Hourly	$18.98	$19.24	$19.53	$19.82	$20.12	$20.42	$20.73	$21.04	$21.36	$21.68	$22.01	$22.34	
		Annual	$42,473.60	$43,118.40	$43,763.20	$44,428.80	$45,094.40	$45,780.80	$46,467.20	$47,174.40	$47,881.60	$48,609.60	$49,337.60	$50,086.40	
15		Bi-Weekly	$1,833.60	$1,658.40	$1,683.20	$1,708.80	$1,734.40	$1,760.80	$1,767.20	$1,814.40	$1,841.60	$1,869.60	$1,897.80	$1,926.40	
		Hourly	$20.42	$20.73	$21.04	$21.36	$21.68	$22.01	$22.34	$22.68	$23.02	$23.37	$23.72	$24.08	
		Annual	$45,760.00	$46,446.40	$47,132.80	$47,840.00	$48,568.00	$49,296.00	$50,044.80	$50,793.60	$51,563.20	$52,332.60	$53,123.20	$53,913.60	
16	Financial Analyst	Bi-Weekly	$1,760.00	$1,786.40	$1,812.80	$1,840.00	$1,868.00	$1,898.00	$1,924.80	$1,953.60	$1,983.20	$2,012.60	$2,043.20	$2,073.60	Non-Exempt
		Hourly	$22.00	$22.33	$22.66	$23.00	$23.35	$23.70	$24.06	$24.42	$24.79	$25.16	$25.54	$25.92	
		Annual	$50,148.60	$50,897.80	$51,667.20	$52,436.60	$53,227.20	$54,017.60	$54,828.60	$55,660.80	$56,492.80	$57,345.60	$58,198.40	$59,072.00	
17		Bi-Weekly	$1,928.80	$1,957.60	$1,987.20	$2,016.80	$2,047.20	$2,077.60	$2,108.80	$2,140.60	$2,172.60	$2,205.60	$2,238.40	$2,272.00	
		Hourly	$24.11	$24.47	$24.84	$25.21	$25.59	$25.97	$28.36	$26.76	$27.16	$27.57	$27.98	$28.40	
	Service Development Mgr	Annual	$54,953.60	$55,785.60	$56,617.60	$57,470.40	$58,323.20	$59,198.80	$60,091.20	$60,985.60	$61,900.80	$62,836.80	$63,772.80	$64,729.60	Exempt
18	Financial Manager	Bi-Weekly	$2,113.80	$2,145.60	$2,177.60	$2,210.40	$2,243.20	$2,278.80	$2,311.20	$2,345.60	$2,380.80	$2,418.80	$2,452.80	$2,489.60	Exempt
	Regional Operations Mgr	Hourly	$26.42	$26.82	$27.22	$27.63	$28.04	$28.46	$28.89	$29.32	$29.76	$30.21	$30.66	$31.12	Exempt
		Annual	$60,236.80	$61,131.20	$62,046.40	$62,982.40	$63,918.40	$64,875.20	$65,852.80	$66,830.40	$67,828.80	$68,848.00	$69,888.00	$70,928.00	
19		Bi-Weekly	$2,316.80	$2,351.20	$2,386.40	$2,422.40	$2,458.40	$2,495.20	$2,532.80	$2,570.40	$2,606.80	$2,648.00	$2,688.00	$2,728.00	
		Hourly	$28.96	$29.39	$29.83	$30.28	$30.73	$31.19	$31.66	$32.13	$32.61	$33.10	$33.60	$34.10	
		Annual	$68,019.20	$67,017.60	$68,016.00	$69,035.20	$70,075.20	$71,136.00	$72,196.80	$73,276.40	$74,380.80	$75,504.00	$76,627.20	$77,771.20	
20	Transit Projects Manager	Bi-Weekly	$2,539.20	$2,577.60	$2,616.00	$2,655.20	$2,695.20	$2,738.00	$2,776.80	$2,818.40	$2,880.60	$2,904.00	$2,947.20	$2,991.20	Exempt
		Hourly	$31.74	$32.22	$32.70	$33.19	$33.69	$34.20	$34.71	$35.23	$35.76	$36.30	$36.84	$37.39	
		Annual	$72,342.40	$73,424.00	$74,526.40	$75,649.80	$76,793.80	$77,937.60	$79,102.40	$80,288.00	$81,494.40	$82,721.60	$83,969.60	$85,238.40	
21		Bi-Weekly	$2,782.40	$2,824.00	$2,866.40	$2,909.60	$2,953.60	$2,997.60	$3,042.40	$3,088.00	$3,134.40	$3,181.60	$3,229.60	$3,278.40	
		Hourly	$34.78	$35.30	$35.83	$36.37	$36.92	$37.47	$38.03	$38.60	$39.18	$39.77	$40.37	$40.98	

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
PAY PLAN FOR FISCAL YEAR 2012

Grade	Job Title		Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Maximum	FLSA Status
		Annual	$26,017.60	$26,433.60	$26,870.40	$29,307.20	$29,744.00	$30,180.80	$30,638.40	$31,096.00	$31,553.60	$32,032.00	$32,510.40	$32,988.80	
7		Bi-Weekly	$1,077.60	$1,093.60	$1,110.40	$1,127.20	$1,144.00	$1,160.80	$1,178.40	$1,198.00	$1,213.60	$1,232.00	$1,250.40	$1,268.80	
		Hourly	$13.47	$13.67	$13.88	$14.09	$14.30	$14.51	$14.73	$14.95	$15.17	$15.40	$15.63	$15.86	
		Annual	$30,180.80	$30,638.40	$31,096.00	$31,553.60	$32,032.00	$32,510.40	$32,988.80	$33,488.00	$33,987.20	$34,507.20	$35,027.20	$35,547.20	
8	Driver	Bi-Weekly	$1,160.60	$1,178.40	$1,196.00	$1,213.60	$1,232.00	$1,250.40	$1,268.80	$1,288.00	$1,307.20	$1,327.20	$1,347.20	$1,367.20	Non-Exempt
		Hourly	$14.51	$14.73	$14.95	$15.17	$15.40	$15.63	$15.86	$16.10	$16.34	$16.59	$16.84	$17.09	
		Annual	$32,531.20	$33,009.60	$33,508.80	$34,008.00	$34,528.00	$35,048.00	$35,568.00	$36,108.80	$36,649.60	$37,190.40	$37,752.00	$38,313.60	
9	Dispatcher	Bi-Weekly	$1,251.20	$1,269.60	$1,288.80	$1,308.00	$1,328.00	$1,348.00	$1,366.00	$1,388.80	$1,409.60	$1,430.40	$1,452.00	$1,473.60	Non-Exempt
		Hourly	$15.64	$15.87	$16.11	$16.35	$16.60	$16.85	$17.10	$17.38	$17.62	$17.88	$18.15	$18.42	
		Annual	$34,985.60	$35,505.60	$36,046.40	$36,587.20	$37,128.00	$37,689.60	$38,251.20	$38,833.60	$39,416.00	$39,996.40	$40,601.60	$41,204.80	
10		Bi-Weekly	$1,345.60	$1,365.60	$1,386.40	$1,407.20	$1,428.00	$1,449.60	$1,471.20	$1,493.60	$1,518.00	$1,538.40	$1,561.60	$1,584.80	
		Hourly	$16.82	$17.07	$17.33	$17.59	$17.85	$18.12	$18.39	$18.67	$18.95	$19.23	$19.52	$19.81	
		Annual	$37,731.20	$38,292.80	$38,875.20	$39,457.60	$40,040.00	$40,643.20	$41,246.40	$41,870.40	$42,494.40	$43,139.20	$43,784.00	$44,449.60	
11		Bi-Weekly	$1,451.20	$1,472.80	$1,495.20	$1,517.60	$1,540.00	$1,563.20	$1,586.40	$1,610.40	$1,634.40	$1,659.20	$1,684.00	$1,709.60	
		Hourly	$18.14	$18.41	$18.69	$18.97	$19.25	$19.54	$19.83	$20.13	$20.43	$20.74	$21.05	$21.37	
		Annual	$40,643.20	$41,246.40	$41,870.40	$42,494.40	$43,139.20	$43,784.00	$44,449.60	$45,115.20	$45,801.60	$46,488.00	$47,195.20	$47,902.40	Non-Exempt
	Route Supervisor	Annual	$40,643.20	$41,246.40	$41,870.40	$42,494.40	$43,139.20	$43,784.00	$44,449.60	$45,115.20	$45,801.60	$46,488.00	$47,195.20	$47,902.40	Non-Exempt
12	Financial Specialist	Bi-Weekly	$1,563.20	$1,588.40	$1,610.40	$1,634.40	$1,659.20	$1,684.00	$1,709.60	$1,735.20	$1,761.60	$1,788.00	$1,815.20	$1,842.40	Non-Exempt
	Operations Analyst	Hourly	$19.54	$19.83	$20.13	$20.43	$20.74	$21.05	$21.37	$21.69	$22.02	$22.35	$22.69	$23.03	Non-Exempt
		Annual	$40,643.20	$41,246.40	$41,870.40	$42,494.40	$43,139.20	$43,784.00	$44,449.60	$45,115.20	$45,801.60	$46,488.00	$47,195.20	$47,902.40	
12	Fleet Manager	Bi-Weekly	$1,563.20	$1,588.40	$1,610.40	$1,634.40	$1,659.20	$1,684.00	$1,709.60	$1,735.20	$1,761.60	$1,788.00	$1,815.20	$1,842.40	Exempt
		Hourly	$19.54	$19.83	$20.13	$20.43	$20.74	$21.05	$21.37	$21.69	$22.02	$22.35	$22.69	$23.03	
		Annual	$43,763.20	$44,428.80	$45,094.40	$45,760.80	$46,467.20	$47,174.40	$47,861.60	$48,609.60	$49,337.60	$50,086.40	$50,835.20	$51,604.80	
13	Executive Asst/HR Spec	Bi-Weekly	$1,683.20	$1,708.60	$1,734.40	$1,760.80	$1,787.20	$1,814.40	$1,841.60	$1,869.60	$1,897.60	$1,926.40	$1,955.20	$1,984.80	Non-Exempt
		Hourly	$21.04	$21.36	$21.68	$22.01	$22.34	$22.68	$23.02	$23.37	$23.72	$24.06	$24.44	$24.81	
		Annual	$47,174.40	$47,881.60	$48,609.60	$49,337.60	$50,086.40	$50,835.20	$51,604.80	$52,374.40	$53,164.80	$53,955.20	$54,766.40	$55,577.60	
14	Public Information Officer	Bi-Weekly	$1,814.40	$1,841.60	$1,869.60	$1,897.60	$1,926.40	$1,955.20	$1,984.80	$2,014.40	$2,044.80	$2,075.20	$2,106.40	$2,137.60	Exempt
		Hourly	$22.68	$23.02	$23.37	$23.72	$24.08	$24.44	$24.81	$25.18	$25.58	$25.94	$26.33	$26.72	
		Annual	$50,835.20	$51,604.80	$52,374.40	$53,164.80	$53,955.20	$54,766.40	$55,577.60	$56,409.60	$57,262.40	$58,115.20	$58,988.80	$59,883.20	
15		Bi-Weekly	$1,955.20	$1,984.80	$2,014.40	$2,044.80	$2,075.20	$2,106.40	$2,137.60	$2,169.60	$2,202.40	$2,235.20	$2,268.80	$2,303.20	
		Hourly	$24.44	$24.81	$25.18	$25.56	$25.94	$26.33	$26.72	$27.12	$27.53	$27.94	$28.36	$28.79	
		Annual	$54,724.80	$55,536.00	$56,368.00	$57,220.80	$58,073.60	$58,947.20	$59,841.60	$60,736.00	$61,651.20	$62,566.40	$63,502.40	$64,459.20	
16	Financial Analyst	Bi-Weekly	$2,104.80	$2,136.00	$2,168.00	$2,200.80	$2,233.60	$2,267.20	$2,301.60	$2,336.00	$2,371.20	$2,406.40	$2,442.40	$2,479.20	Non-Exempt
		Hourly	$26.31	$26.70	$27.10	$27.51	$27.92	$28.34	$28.77	$29.20	$29.64	$30.08	$30.53	$30.99	
		Annual	$59,966.40	$60,860.80	$61,778.00	$62,712.00	$63,648.00	$64,604.80	$65,582.40	$66,560.00	$67,558.40	$68,577.60	$69,596.60	$70,636.80	
17		Bi-Weekly	$2,306.40	$2,340.80	$2,376.00	$2,412.00	$2,448.00	$2,484.80	$2,522.40	$2,560.00	$2,598.40	$2,637.60	$2,676.80	$2,716.60	
		Hourly	$28.83	$29.26	$29.70	$30.15	$30.60	$31.06	$31.53	$32.00	$32.46	$32.97	$33.48	$33.96	
	Service Development Mgr	Annual	$65,707.20	$66,684.80	$67,683.20	$68,702.40	$69,742.40	$70,782.40	$71,843.20	$72,924.80	$74,027.20	$75,129.60	$76,252.80	$77,396.80	Exempt
18	Financial Manager	Bi-Weekly	$2,527.20	$2,564.80	$2,603.20	$2,642.40	$2,682.40	$2,722.40	$2,763.20	$2,804.80	$2,847.20	$2,889.60	$2,932.80	$2,976.80	Exempt
	Regional Operations Mgr	Hourly	$31.59	$32.06	$32.54	$33.03	$33.53	$34.03	$34.54	$35.06	$35.59	$36.12	$36.68	$37.21	Exempt
		Annual	$71,988.80	$73,070.40	$74,172.80	$75,275.20	$76,398.40	$77,542.40	$76,707.20	$79,892.60	$81,099.20	$82,305.60	$83,532.80	$84,780.80	
19		Bi-Weekly	$2,768.80	$2,810.40	$2,852.80	$2,895.20	$2,938.40	$2,982.40	$3,027.20	$3,072.80	$3,119.20	$3,165.60	$3,212.80	$3,260.80	
		Hourly	$34.61	$35.13	$35.66	$36.19	$36.73	$37.26	$37.84	$38.41	$38.99	$39.57	$40.16	$40.76	
		Annual	$76,936.00	$80,121.60	$81,328.00	$82,555.20	$83,803.20	$85,051.20	$86,320.00	$87,609.60	$88,920.00	$90,251.20	$91,603.20	$92,976.00	
20	Transit Projects Manager	Bi-Weekly	$3,036.00	$3,081.60	$3,128.00	$3,175.20	$3,223.20	$3,271.20	$3,320.00	$3,369.60	$3,420.00	$3,471.20	$3,523.20	$3,576.00	Exempt
		Hourly	$37.95	$38.52	$39.10	$39.69	$40.29	$40.89	$41.50	$42.12	$42.75	$43.39	$44.04	$44.70	
		Annual	$86,507.20	$87,796.80	$89,107.20	$90,438.40	$91,790.40	$93,163.20	$94,556.80	$95,971.20	$97,406.40	$98,862.40	$100,339.20	$101,836.80	
21		Bi-Weekly	$3,327.20	$3,376.80	$3,427.20	$3,478.40	$3,530.40	$3,583.20	$3,636.80	$3,691.20	$3,746.40	$3,802.40	$3,859.20	$3,916.80	
		Hourly	$41.59	$42.21	$42.84	$43.48	$44.13	$44.79	$45.46	$46.14	$46.83	$47.53	$48.24	$48.96	

Financial Summary – June 20, 2012

- The District is at the 98.5 percentile of the Fiscal Year – this report is compiled from records as of June 21, 2012. Outstanding June invoices and receivables remain that are being processed. The board will be presented with a final budget in August.

- Based on the expenditure controls the Director put in place you will see in the following reports that the Districts expenditures for the month of June are much lower than previous months.

- Revenue received to date is 83.9% of budgeted revenues,
  - pending reimbursements from NMDOT for May and June
  - pending reimbursements from FTA for May

- GRT Revenue
  - Is usually 2 months behind. Received GRT from the counties through April 2012 (this was received in June). We have not yet received Los Alamos County or Rio Arriba County for April.
  - Los Alamos County GRT for the month of April was higher than anticipated.
  - Santa Fe County GRT has been higher than anticipated for this fiscal year.
  - Taos County GRT has fluctuated this fiscal year – the Month of April was slightly less than projected.
  - Rio Arriba County GRT has been coming in as anticipated.

- Expenditures are not quite at the 98.5 percentile due to:
  - Operating Expenses are lower than the 98.5% due to the directive from the Director to control expenses for last couple of months of fiscal year.
  - Delay in the completion of the Transit Center in Espanola.
  - Staff is in the process of purchasing parts for pending shelters, these parts are needed to complete the installation of the shelter and this expense has not been processed yet.
  - Non-RTD Operating Expenses –the District is working with City of Santa Fe to get the 2nd and 3rd quarter invoices. The rail runner invoices continue to be paid on a monthly basis as we receive the revenue from Santa Fe County. The 4th quarter invoices for City of Santa Fe and Los Alamos will not be received until July and will be paid from the FY12 budget prior to the year being closed.

<u>Other Financial Updates</u>:

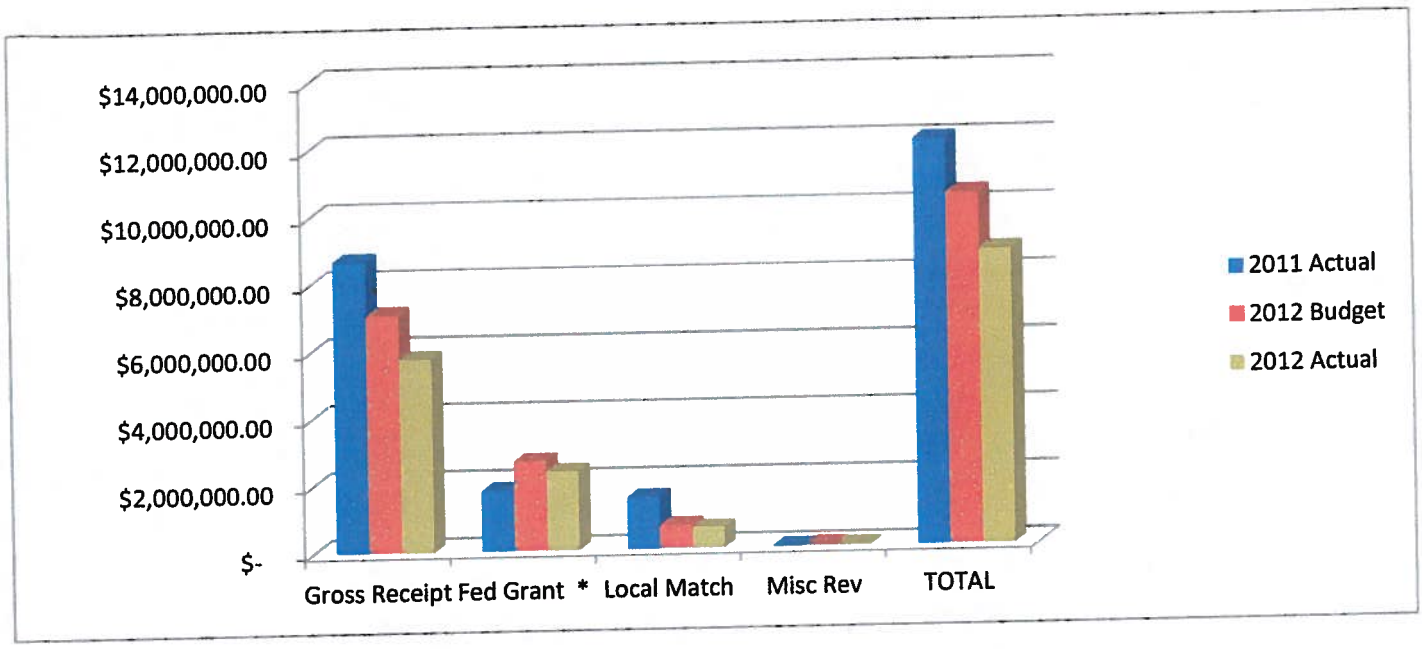
- Federal Transit Administration – Financial Management Overview
  - We have responded to the Review comments and are awaiting a response from the FTA. As soon as the FTA response is received they will be presented to the Board.
- NM Department of Transportation – Office of Inspector General Audit
  - NM Dept. of Transportation audit – the auditor from the Inspector General has completed her work in our office. She is now compiling and gathering all the data she collected. This audit goes back 4 years; covering the period from July 1, 2007 to September 30, 2011. As soon as this report is ready we will present it to the Board.
- Annual State Audit
  - The NCRTD will close is books on July 31. This will allow us a month to prepare our books for our Annual State Audit to begin around September 1.

MONTHLY BOARD REPORT

FY2012 (July 1, 2011 to June 30, 2012)

NCRTD Revenue by Sources

As of June 21, 2012

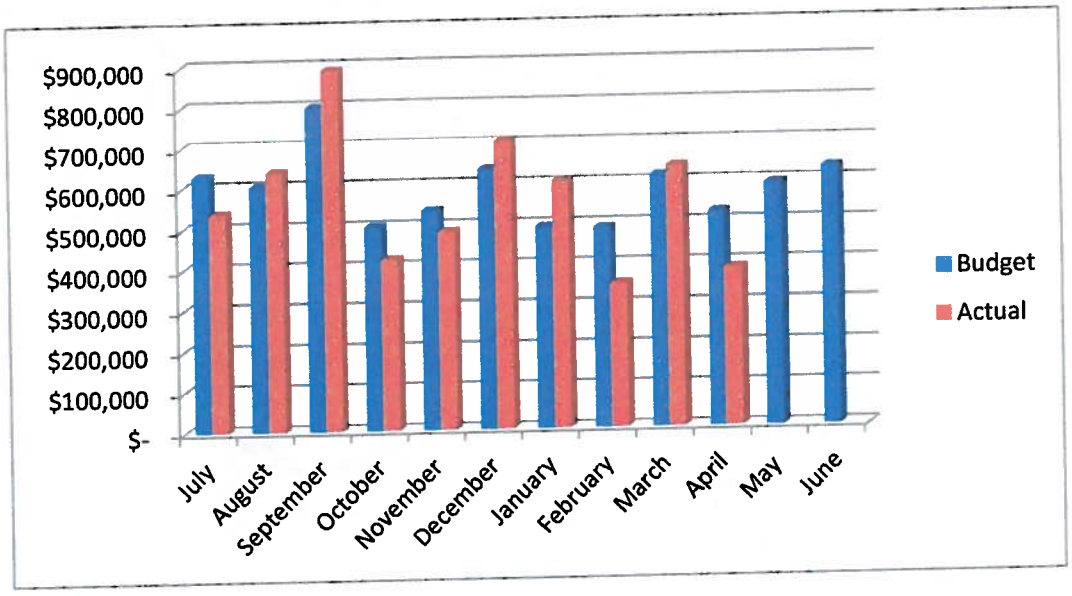


		2011 Actual		2012 Budget		2012 Actual	% of Actual vs budget
Gross Receipt	$	8,683,972.79	$	7,075,929.00	$	5,763,421.39	81.5%
Fed Grant *	$	1,806,302.04	$	2,654,582.00	$	2,346,351.44	88.4%
Local Match	$	1,540,000.00	$	679,173.00	$	600,000.00	88.3%
Misc Rev	$	28,716.34	$	40,000.00	$	54,141.18	135.4%
TOTAL	$	12,058,991.17	$	10,449,684.00	$	8,763,914.01	83.9%

MONTHLY BOARD REPORT

FY2012 (July 1, 2011 to June 30, 2012)

Gross Receipts Revenue Thru June 21, 2012



Budget to Actual FY2012

($ thousands)

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 629,761	$ 537,428	85%
August	$ 603,758	$ 637,978	106%
September	$ 799,524	$ 890,381	111%
October	$ 502,282	$ 421,413	84%
November	$ 539,265	$ 487,320	90%
December	$ 639,028	$ 706,831	111%
January	$ 496,347	$ 607,499	122%
February	$ 491,010	$ 354,166	72%
March	$ 618,868	$ 641,741	104%
April	$ 526,774	$ 388,667	74%
May	$ 595,163		
June	$ 634,149		
May 2012 YTD	**$ 7,075,929**	**$ 5,673,423**	**80%**

Prior Year vs. Current Year

($ thousands)

	Prior Year FY2011	Current Year FY2012	Inc/Dec from Prior Year to Current Year
July	$ 681,487	$ 537,428	$ (144,059)
August	$ 610,886	$ 637,978	$ 27,092
September	$ 879,235	$ 890,381	$ 11,146
October	$ 557,509	$ 421,413	$ (136,096)
November	$ 548,199	$ 487,320	$ (60,879)
December	$ 681,021	$ 706,831	$ 25,810
January	$ 514,956	$ 607,499	$ 92,543
February	$ 503,945	$ 354,166	$ (149,779)
March	$ 633,897	$ 641,741	$ 7,844
April	$ 535,321	$ 388,667	$ (146,654)
May *	$ -	$ -	
June *	$ -	$ -	
May 2012 YTD	**$ 6,146,456**	**$ 5,673,422**	**$ (473,034)**

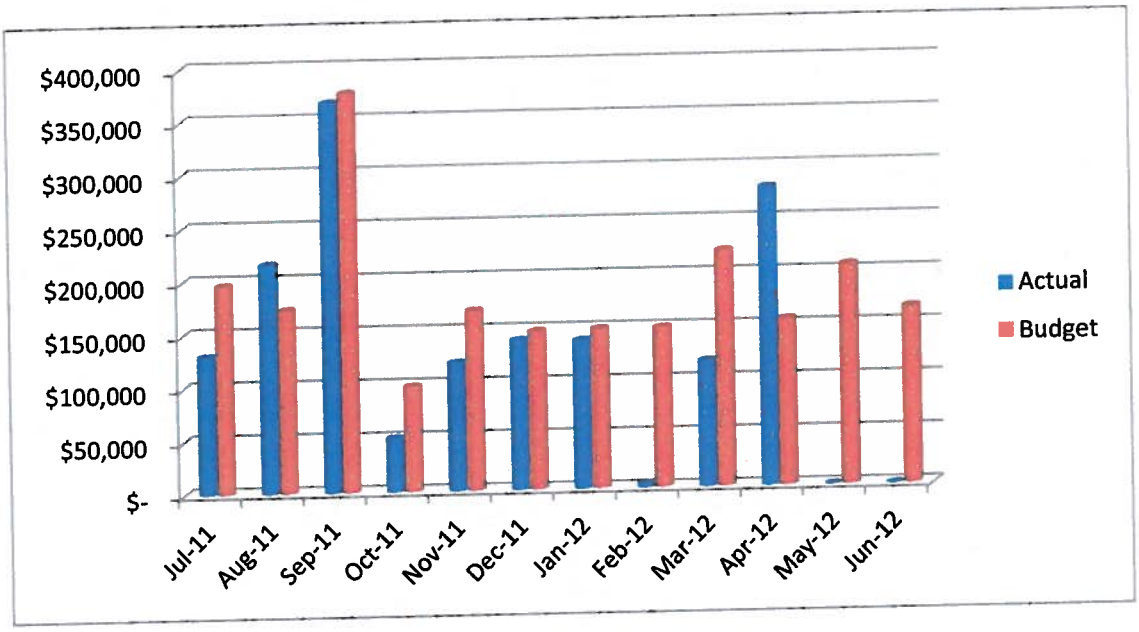
* Note in FY11 we only received 10 months of actual GRT due to the fact that the tax did not start until July of 2010 and GRT lags about 2 months behind

MONTHLY BOARD REPORT

FY2012 (July 1, 2011 to June 30, 2012)

Gross Receipts Revenue By County

LOS ALAMOS COUNTY



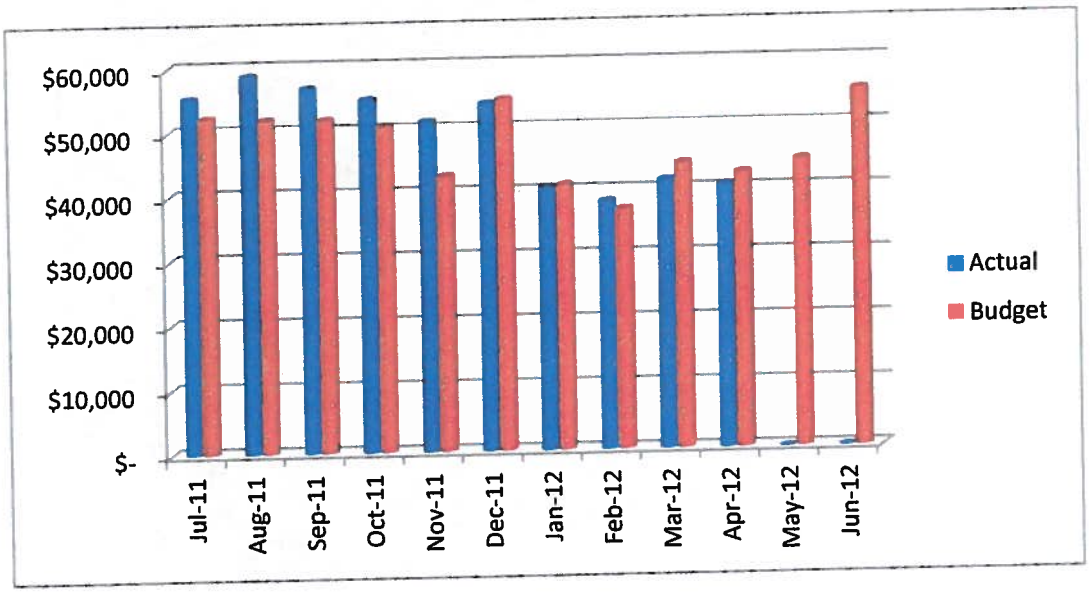
Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
9/19/2011	Jul-11	$ 130,018	$ 196,543	66%
10/26/2011	Aug-11	$ 215,861	$ 172,528	125%
11/22/2011	Sep-11	$ 367,025	$ 375,711	98%
12/23/2011	Oct-11	$ 51,498	$ 99,157	52%
1/26/2012	Nov-11	$ 120,772	$ 169,430	71%
2/23/2012	Dec-11	$ 140,847	$ 148,735	95%
3/21/2012	Jan-12	$ 139,742	$ 150,174	93%
4/24/2012	Feb-12	$ 3,770	$ 150,395	3%
5/24/2012	Mar-12	$ 118,403	$ 221,554	53%
Not Received	Apr-12	$ 280,600	$ 156,371	179%
	May-12		$ 206,503	
	Jun-12		$ 166,221	
	YTD Total	$ 1,568,535	$ 2,213,322	71%

MONTHLY BOARD REPORT

FY2012 (July 1, 2011 to June 30, 2012)

Gross Receipts Revenue By County

RIO ARRIBA COUNTY



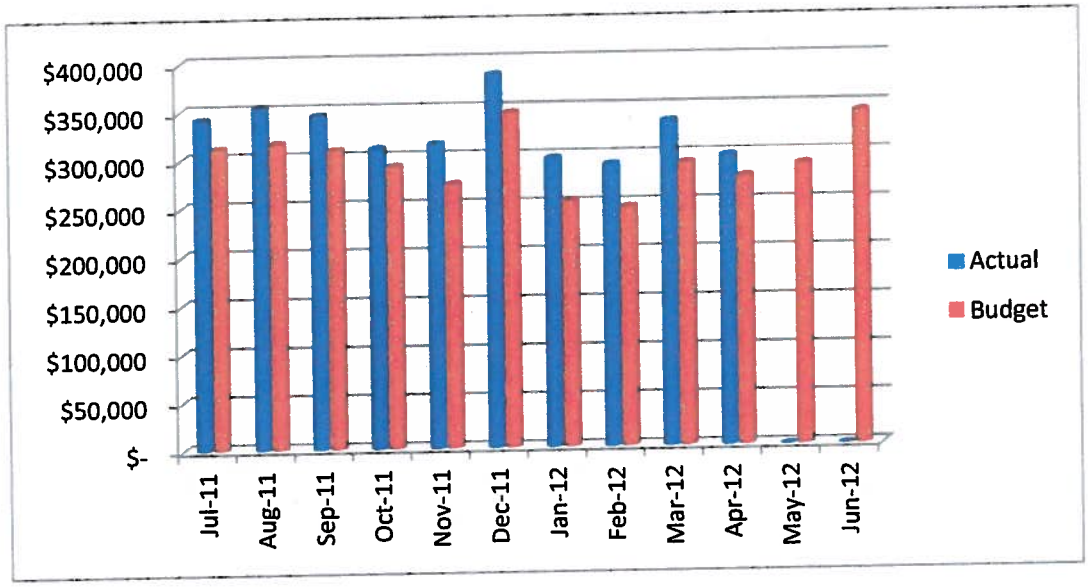
Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
11/14/2011	Jul-11	$ 55,408	$ 52,248	106%
11/14/2011	Aug-11	$ 58,814	$ 51,907	113%
3/16/2012	Sep-11	$ 56,781	$ 51,764	110%
3/16/2012	Oct-11	$ 54,911	$ 50,656	108%
2/3/2012	Nov-11	$ 51,363	$ 42,696	120%
2/29/2012	Dec-11	$ 54,028	$ 54,550	99%
5/10/2012	Jan-12	$ 40,611	$ 41,019	99%
5/10/2012	Feb-12	$ 38,417	$ 37,153	103%
5/24/2012	Mar-12	$ 41,602	$ 44,146	94%
Not Received	Apr-12	$ 40,766	$ 42,554	96%
	May-12		$ 44,516	
	Jun-12		$ 55,319	
	YTD Total	$ 492,701	$ 568,528	87%

MONTHLY BOARD REPORT

FY2012 (July 1, 2011 to June 30, 2012)

Gross Receipts Revenue By County

SANTA FE COUNTY



Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
9/21/2011	Jul-11	$ 341,717	$ 311,575	110%
10/20/2011	Aug-11	$ 353,581	$ 316,188	112%
11/21/2011	Sep-11	$ 344,672	$ 308,913	112%
12/20/2011	Oct-11	$ 310,170	$ 291,347	106%
1/26/2012	Nov-11	$ 314,413	$ 272,539	115%
2/22/2012	Dec-11	$ 385,881	$ 345,997	112%
3/26/2012	Jan-12	$ 298,696	$ 253,909	118%
4/20/2012	Feb-12	$ 291,582	$ 246,811	118%
5/21/2012	Mar-12	$ 336,024	$ 291,525	115%
6/18/2012	Apr-12	$ 299,091	$ 276,975	108%
	May-12		$ 289,396	
	Jun-12		$ 343,513	
	YTD Total	$ 3,275,827	$ 3,548,688	92%

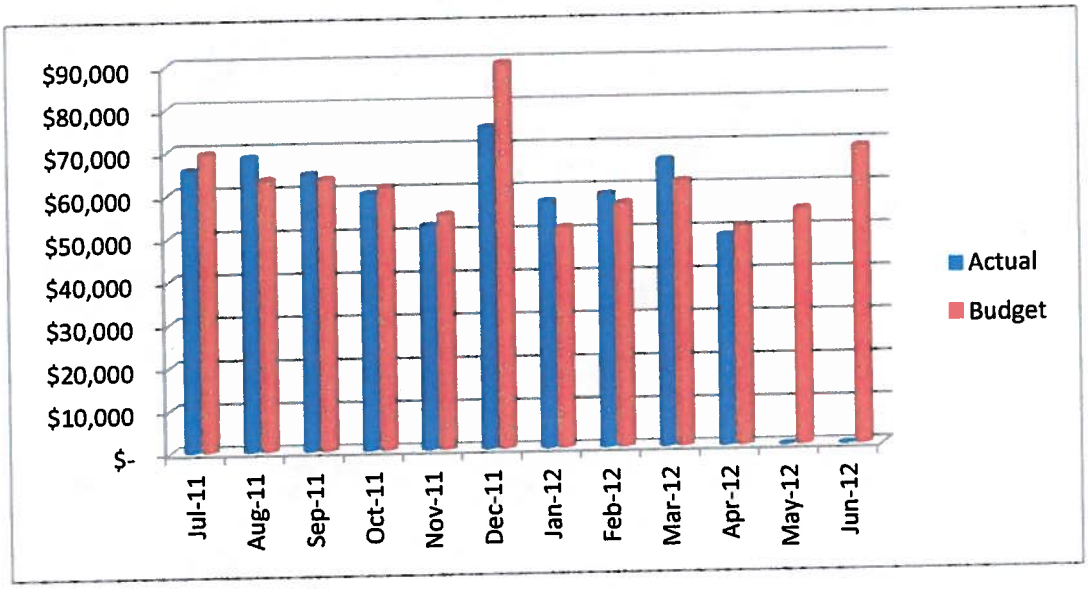
** Note one-half of the SF County GRT is allocated to Rio Metro

MONTHLY BOARD REPORT

FY2012 (July 1, 2011 to June 30, 2012)

Gross Receipts Revenue By County

TAOS COUNTY

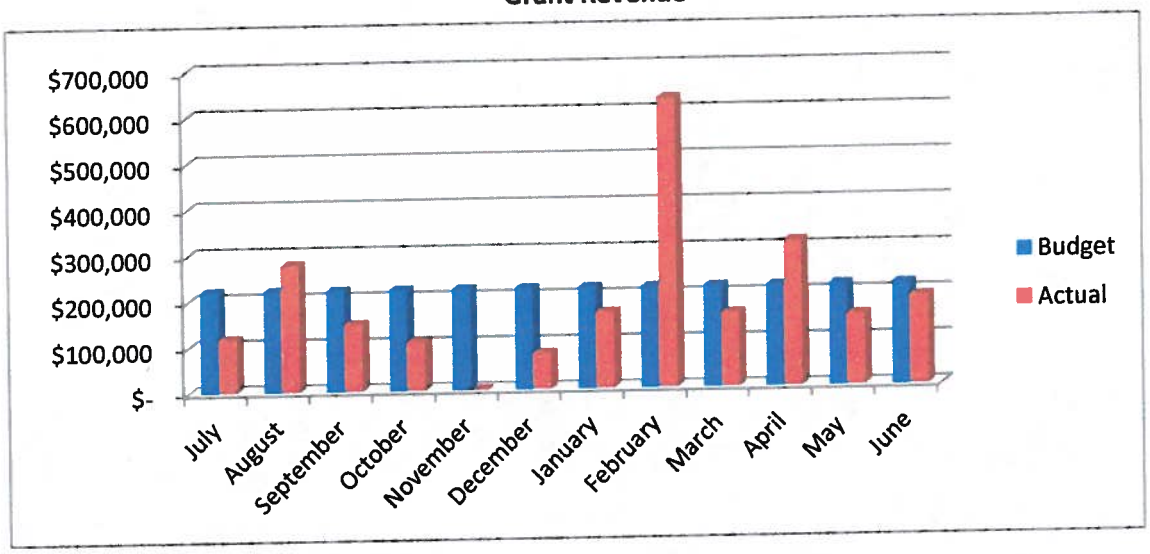


Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
9/21/2011	Jul-11	$ 65,693	$ 69,396	95%
10/20/2011	Aug-11	$ 68,537	$ 63,135	109%
11/23/2011	Sep-11	$ 64,462	$ 63,135	102%
12/22/2011	Oct-11	$ 59,745	$ 61,122	98%
1/20/2012	Nov-11	$ 52,134	$ 54,600	95%
2/22/2012	Dec-11	$ 74,712	$ 89,745	83%
3/21/2012	Jan-12	$ 57,367	$ 51,246	112%
4/19/2012	Feb-12	$ 58,815	$ 56,650	104%
5/24/2012	Mar-12	$ 66,684	$ 61,644	108%
6/21/2012	Apr-12	$ 48,810	$ 50,873	96%
	May-12		$ 54,749	
	Jun-12		$ 69,096	
	YTD Total	$ 616,959	$ 745,391	83%

MONTHLY BOARD REPORT

FY2012 (July 1, 2011 to June 30, 2012)

Grant Revenue



Budget to Actual FY2012
($ thousands)

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 221,215	$ 117,255	53%
August	$ 221,215	$ 277,214	125%
September	$ 221,215	$ 147,307	67%
October	$ 221,215	$ 106,559	48%
November	$ 221,215	$ -	0%
December	$ 221,215	$ 78,638	36%
January	$ 221,215	$ 166,375	75%
February	$ 221,215	$ 630,114	285%
March	$ 221,215	$ 160,966	73%
April	$ 221,215	$ 315,561	143%
** May	$ 221,216	$ 153,703	69%
June	$ 221,216	$ 192,660	87%
May 2012 YTD	**$ 2,654,582**	**$ 2,346,351**	

** June is not complete yet this is actual as of 6/21/12

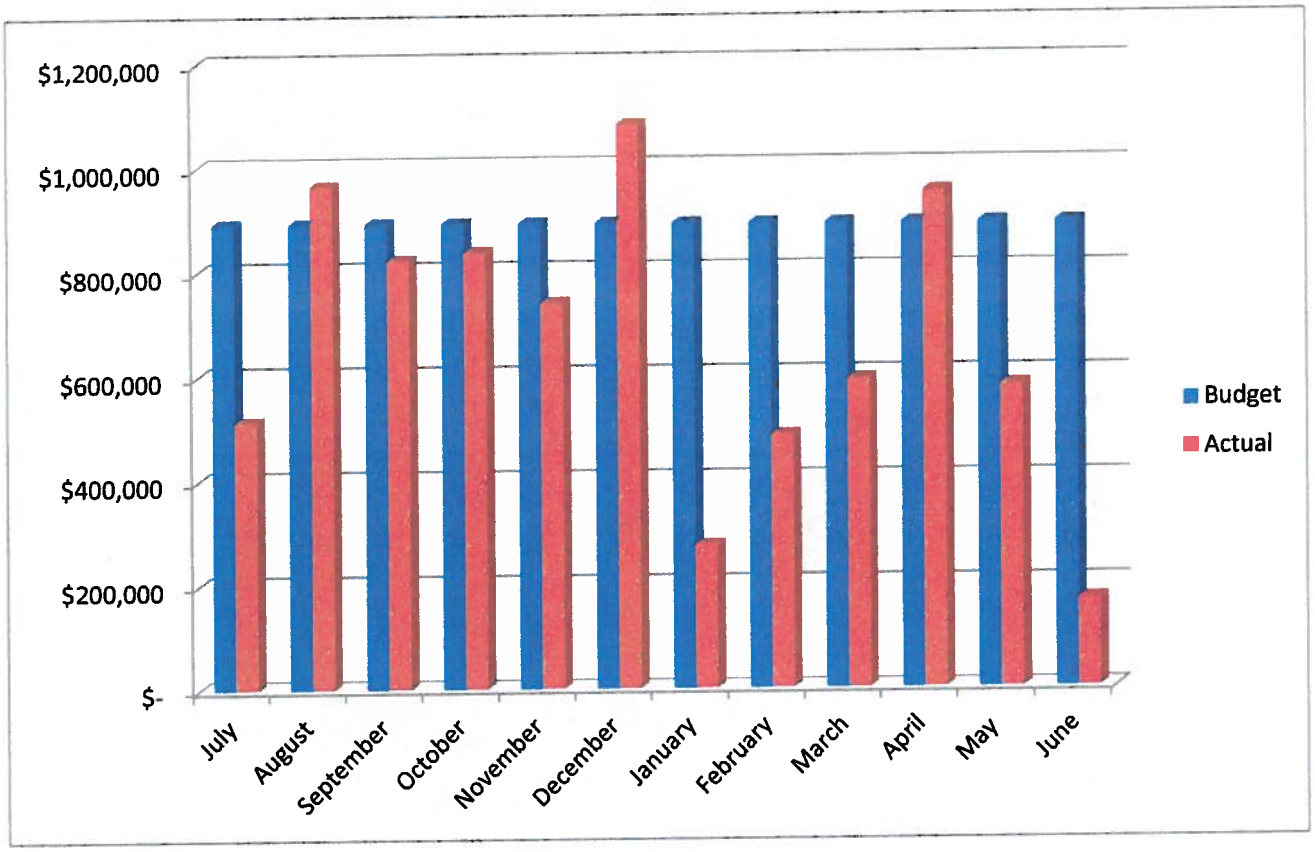
Prior Year vs. Current Year
($ thousands)

	Prior Year FY2011	Current Year FY2012	Inc/Dec from Prior Year to Current Year
July	$ 163,386	$ 117,255	$ (46,131)
August	$ 84,915	$ 277,214	$ 192,299
September	$ 115,647	$ 147,307	$ 31,660
October	$ 84,949	$ 106,559	$ 21,610
November	$ 148,331	$ -	$ (148,331)
December	$ 126,966	$ 78,638	$ (48,328)
January	$ 94,937	$ 166,375	$ 71,438
February	$ 8,241	$ 630,114	$ 621,873
March	$ 189,863	$ 160,966	$ (28,897)
April	$ 94,204	$ 315,561	$ 221,357
May	$ 207,289	$ 153,703	$ (53,586)
June	$ 440,980	$ 192,660	$ (248,320)
May 2012 YTD	**$ 1,759,708**	**$ 2,346,351**	

MONTHLY BOARD REPORT

FY2012 (July 1, 2011 to June 30, 2012)

NCRTD BUDGET EXPENDITURES OVERALL



Budget to Actual FY2012
($ thousands)

		Budget		Actual		Inc/Dec of Budget vs Actual	
July	$	891,640	$	513,656	$	377,984	
August	$	891,640	$	963,643	$	(72,003)	
September	$	891,640	$	821,573	$	70,067	
October	$	891,640	$	836,426	$	55,214	
November	$	891,640	$	739,593	$	152,047	
December	$	891,640	$	1,080,601	$	(188,961)	
January	$	891,640	$	275,156	$	616,484	
February	$	891,640	$	485,137	$	406,503	
March	$	891,641	$	591,099	$	300,542	
April	$	891,641	$	950,846	$	(59,205)	
May	$	891,641	$	579,353	$	312,288	
** June	$	891,641	$	167,760	$	723,881	
June 2012 YTD	$	**10,699,684**	$	**8,004,843**	$	**2,694,841**	**75%**

TOTAL NCRTD Budget $ **10,699,684**

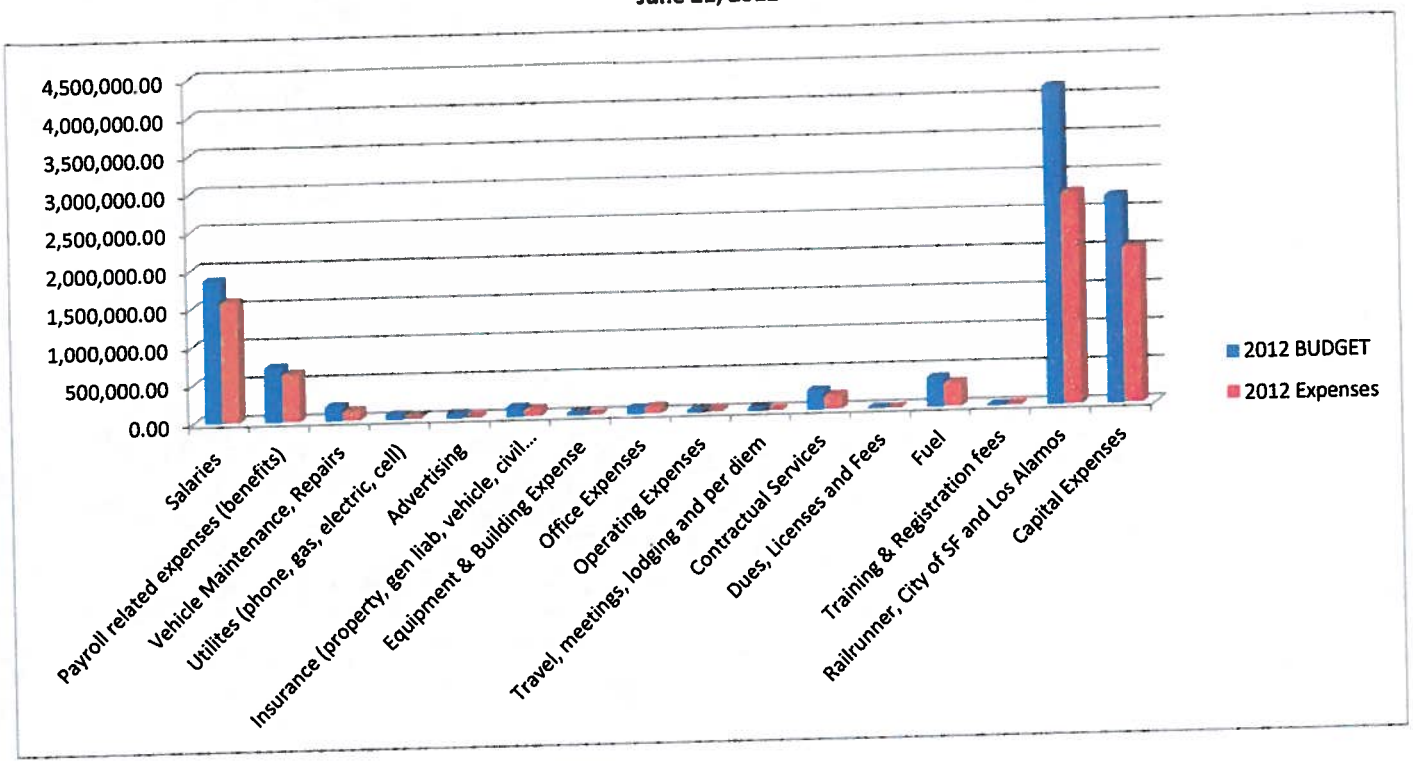
** Not a final number. Documents are still being processed

MONTHLY BOARD REPORT

FY2012 (July 1, 2011 to June 30, 2012)

NCRTD Expenses by Type

June 21, 2012



Comparative Expenses by Type

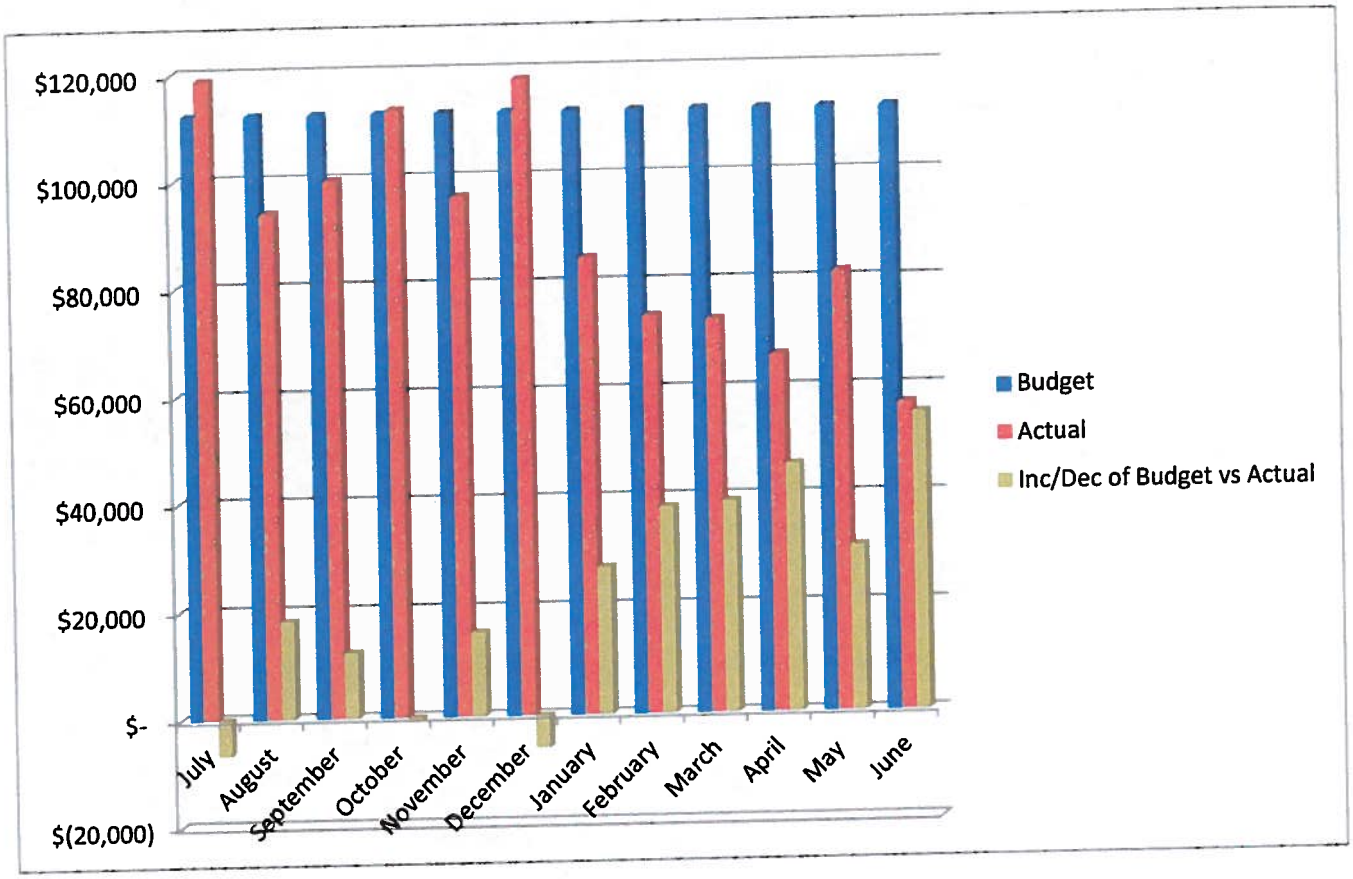
	2012 BUDGET	2012 Expenses	YTD Budget Variance - 98.5%
	$	$	
Salaries	1,858,672.00	1,579,858.81	85.0%
Payroll related expenses (benefits)	713,890.00	625,759.27	87.7%
Vehicle Maintenance, Repairs	189,000.00	123,907.07	65.6%
Utilites (phone, gas, electric, cell)	60,260.00	30,248.16	50.2%
Advertising	55,000.00	14,961.31	27.2%
Insurance (property, gen liab, vehicle, civil rights)	127,939.00	96,624.48	75.5%
Equipment & Building Expense	28,400.00	10,743.81	37.8%
Office Expenses	79,676.00	85,729.99	107.6%
Operating Expenses	30,900.00	16,444.60	53.2%
Travel, meetings, lodging and per diem	36,600.00	10,969.10	30.0%
Contractual Services	254,600.00	181,052.97	71.1%
Dues, Licenses and Fees	6,100.00	2,026.00	33.2%
Fuel	382,001.00	309,769.86	81.1%
Training & Registration fees	7,525.00	6,359.61	84.5%
Railrunner, City of SF and Los Alamos	4,157,160.00	2,767,994.58	66.6%
Capital Expenses	2,712,261.00	2,036,325.61	75.1%
TOTAL	10,699,984.00	7,898,775.23	73.8%

MONTHLY BOARD REPORT

FY2012 (July 1, 2011 to June 30, 2012)

Administration Expense Summary

Year to Date Budget Variance - 98.5%



Budget to Actual FY2012
($ thousands)

	Budget	Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance - 98.5%
July	$ 112,226	$ 118,824	$ (6,599)	
August	$ 112,226	$ 93,923	$ 18,302	
September	$ 112,226	$ 99,915	$ 12,311	
October	$ 112,226	$ 112,867	$ (642)	
November	$ 112,226	$ 96,559	$ 15,667	
December	$ 112,226	$ 118,295	$ (6,070)	
January	$ 112,226	$ 84,836	$ 27,389	
February	$ 112,226	$ 73,851	$ 38,375	
March	$ 112,226	$ 72,988	$ 39,237	
April	$ 112,226	$ 66,273	$ 45,952	
May	$ 112,226	$ 81,556	$ 30,669	
** June	$ 112,226	$ 57,026	$ 55,200	
June 2012 YTD	**$ 1,346,706**	**$ 1,076,915**		**80.0%**

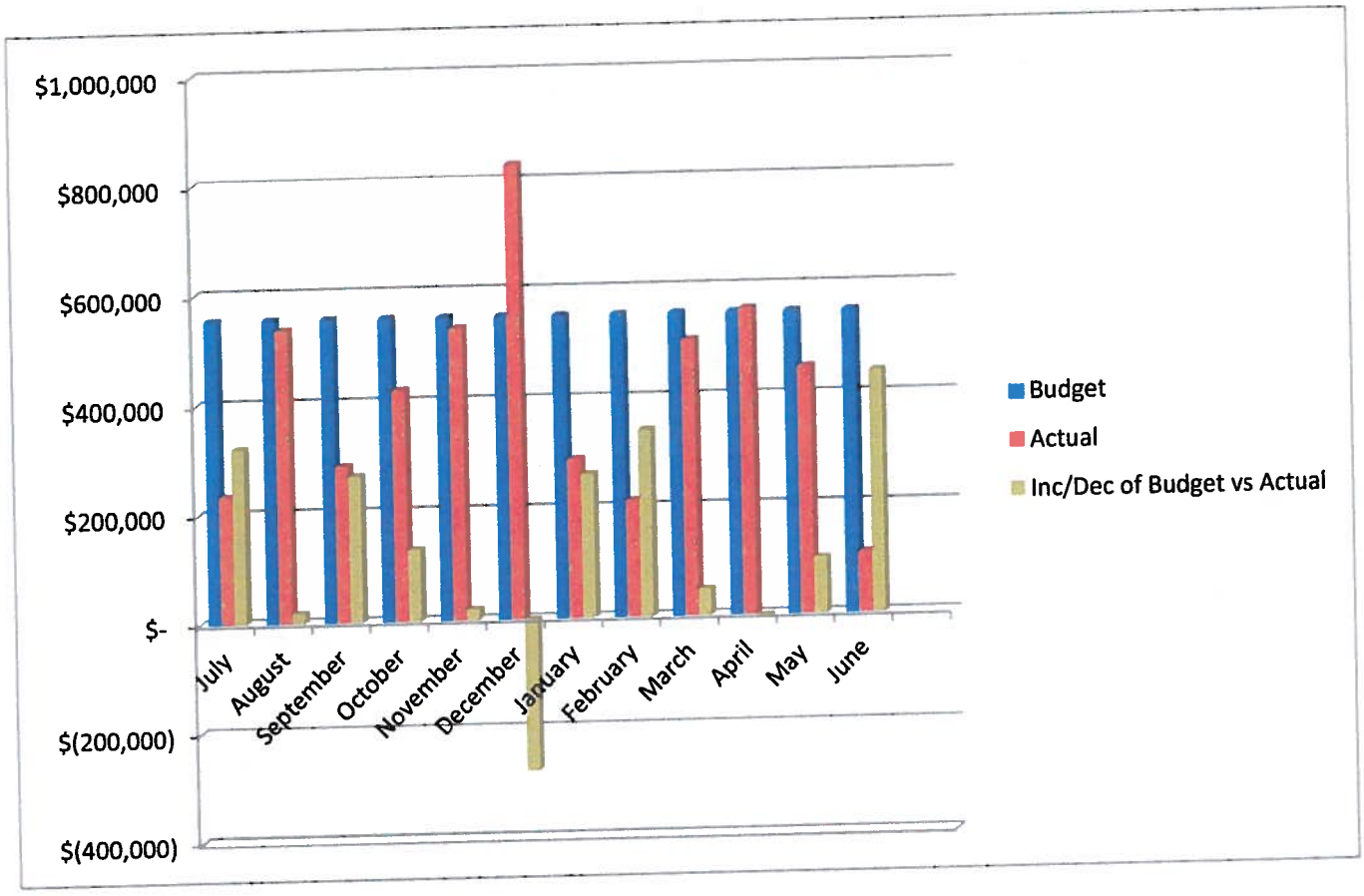
** Still processing documents. Not a final number

MONTHLY BOARD REPORT

FY2012 (July 1, 2011 to June 30, 2012)

Operating Expense Summary

Year to Date Budget Variance - 98.5%



Budget to Actual FY2012
($ thousands)

	Budget	Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance - 98.5%
July	$ 553,393	$ 233,373	$ 320,020	
August	$ 553,393	$ 534,427	$ 18,966	
September	$ 553,393	$ 285,668	$ 267,725	
October	$ 553,393	$ 421,878	$ 131,515	
November	$ 553,393	$ 533,302	$ 20,091	
December	$ 553,393	$ 830,383	$ (276,990)	
January	$ 553,393	$ 290,318	$ 263,075	
February	$ 553,393	$ 212,341	$ 341,052	
March	$ 553,393	$ 503,934	$ 49,459	
April	$ 553,393	$ 559,290	$ (5,897)	
May	$ 553,393	$ 451,028	$ 102,365	
** June	$ 553,393	$ 110,734	442,658.59	
June 2012 YTD	**$ 6,640,716**	**$ 4,966,676**		**74.8%**

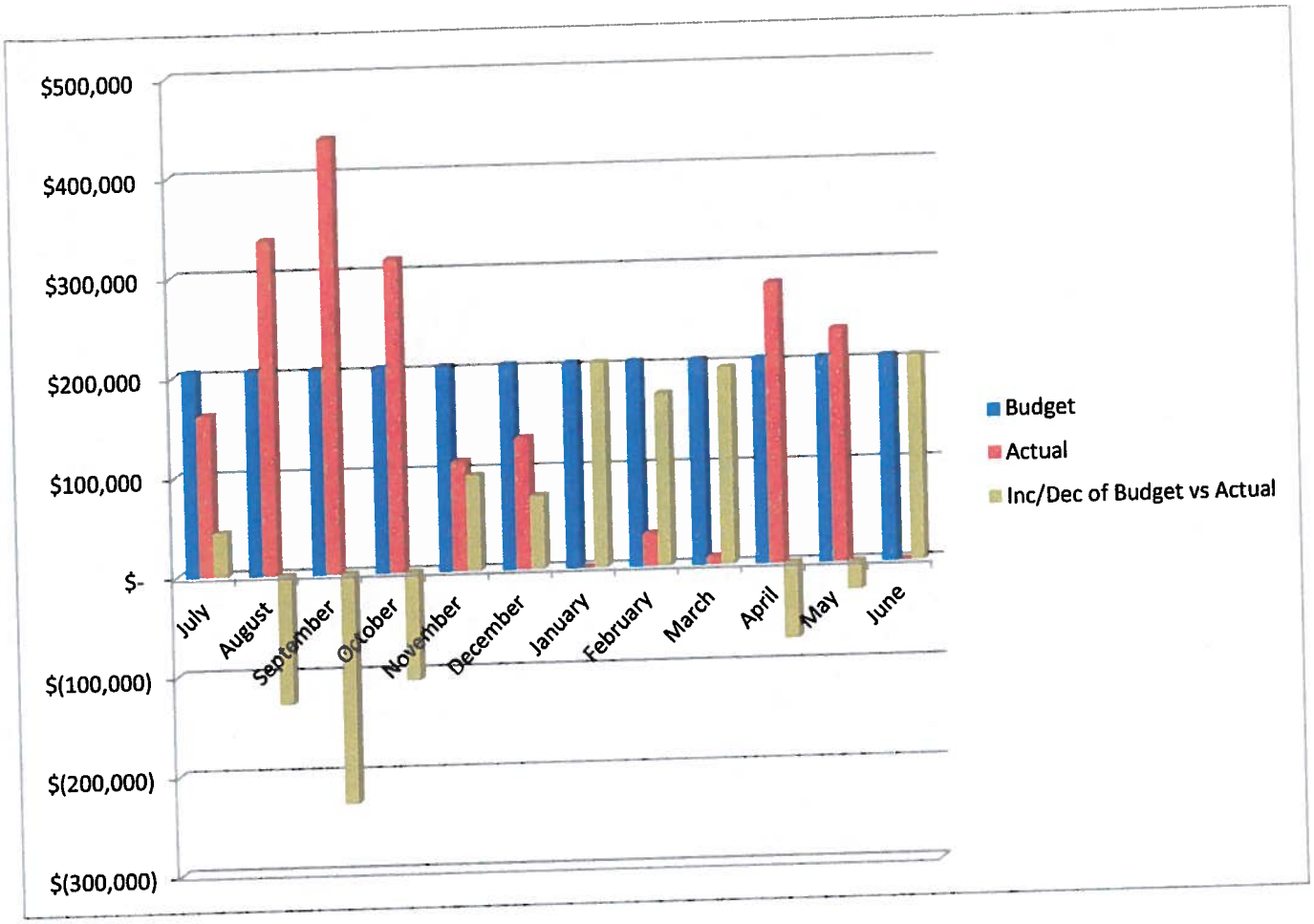
** Still processing documents. Not a final number

MONTHLY BOARD REPORT

FY2012 (July 1, 2011 to June 30, 2012)

Capital Expense Summary

Year to Date Budget Variance - 98.5%



Budget to Actual FY2012
($ thousands)

	Budget	Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance - 98.5%
July	$ 205,188	$ 161,459	$ 43,729	
August	$ 205,188	$ 335,292	$ (130,104)	
September	$ 205,188	$ 435,990	$ (230,802)	
October	$ 205,188	$ 313,674	$ (108,486)	
November	$ 205,188	$ 109,732	$ 95,456	
December	$ 205,188	$ 131,625	$ 73,563	
January	$ 205,188	$ -	$ 205,188	
February	$ 205,189	$ 32,433	$ 172,756	
March	$ 205,189	$ 7,749	$ 197,440	
April	$ 205,189	$ 280,617	$ (75,428)	
May	$ 205,189	$ 233,064	$ (27,875)	
** June	$ 205,189	$ -	$ 205,189	82.9%
February 2012 YTD	**$ 2,462,261**	**$ 2,041,635**		

** Still processing documents. Not a final number

North Central Regional Transit District (NCRTD)

Minutes of the Finance- Sub-Committee Meeting
June 22, 2012

NCRTD Conference Room
3600 Rodeo Lane
Santa Fe, NM 87507
9:00 a.m. – 11:00 a.m.

ROLL CALL:
At 9:15 am Executive Director, Anthony Mortillaro took roll at the request of the Chair who would be joining the call at a later time.

Members Present:
Pueblo of Pojoaque

Los Alamos County
Santa Fe County
Santa Fe City

Tim Vigil, NCRTD Finance Sub- committee Chair
Councilor Geoff Rodgers (telephonically)
Commissioner Kathy Holian
Jon Bulthuis, City of Santa Fe Transportation Director

Members Absent:
Rio Arriba County
Taos County

Commissioner Barney Trujillo
Commissioner Dan Barrone and Jacob Caldwell, County Manager

NCRTD Staff Members Present:
Anthony Mortillaro, Executive Director
Elizabeth Bailard, Executive Temp

ITEMS FOR DISCUSSION/RECOMMENDATION:

A. Employee Personnel Rules and Regulations

Presented by Anthony Mortillaro

Mr. Mortillaro began the meeting by indicating that input on the changes in the Personnel Policies and Rules was obtained through the establishment of an Employee Advisory Committee (EAC) in addition to the discussions that have occurred with the Finance Sub Committee. Three employees were nominated from the driver/dispatcher ranks and one administrative for a total of four for the EAC.

A number of recommended changes by EAC were made on 6/14/12 and 6/19/12. However, Mr. Mortillaro does not agree with some of the suggested changes, which were discussed with the Finance Sub Committee.

Revisions and changes in Personnel Policies were discussed as follows:

Page 8, Sec.1.9, C 3 is highlighted and refers to "Employee Assistance Programs." The wording was modified to indicate that the employee would need to utilize the services offered by the District's Insurance Carrier.

Item F is not highlighted and refers to drug and alcohol testing. This section was added to address a concern that had been raised by Councilor Rodger's in respect non-safety sensitive positions and how they would be handled. Mr. Mortillaro indicated that all the current provisions of the District's drug and alcohol policy that applies to safety sensitive positions would also apply to non-safety sensitive positions except for the random drug testing section.

Page 9, Item G, Sec. 1.0G. The 30 day requirement was changed to 15 days for the employee to inform the District, and 15 days for the District to inform the State.

Page 11, Sec. 114.A is highlighted and will read as follows: "The employee will have to get their own legal counsel.

Page 12, is highlighted and is a typographical error.

Page 13, Sec. 2.2A. #4 was added to address Promotions. There is nothing about promotional increase in pay section of the policies.

Page 14, Temporary Promotion. The way it is currently written now has caused problems. The proposed change would include setting the pay of a person in a temporary promotion at the minimum of the entry rate of the grade they have been promoted to or a minimum of 5% for proper compensation.

Page 20. The wording needs to be changed so that it is "gender neutral".

Page 26, Sec. 1.34,"jury duty" was crossed out and which is consider a qualifying activity for O.T.

Page 28. Holiday Pay was never defined in terms of hours. Defined the length of a Holiday.

Page 32. Table re: Annually. Change the number of months to match the number of years. Correction was made to line up correctly.

Page 33. Item A. Currently policy requires that annual leave be taken in increments of not less than I hr. It has been changed to increments of 15 minutes, or a quarter of an hour which aligns with actual practice.

Page 36, #5 is highlighted. The word "accrued" has been mistakenly crossed out. In addition in Sec. 1A-E. the Sick leave/Transfer program has been incorporated into this policy.

Page 37. Removed "sick leave donation" has been eliminated since the District has no such program.

Page 40. Bereavement Leave has been changed to include "siblings" which had been inadvertently left out of the current policy.

Page 60. Added "Employee Benefit Programs". This will provide clarification of which benefit programs various employee appointments are eligible for.

Page 68. Define "Unauthorized Leave of Absence" to include that it is "not compensated".

Page 19, Sec. 2.16. This is in reference to the 1st 3 typos. It was suggested that partial striking should be replaced with full striking without making wording changes. It was clarified that part time employees do not receive the same benefits as full time employees. An employee is classified as "part-time" when that employee works less than 21 hrs. through 39 hrs. per week. Employees working over 20 hrs. per week qualify for benefits.

Pro Rated Health Insurance was clarified. The District pays 80% of health insurance for full time employees, and a prorated share for part time employees.

Page 27, Item E, correct a typo, re: Compensatory Time. The maximum compensatory time is 40 hrs. Annual accrual. It was suggested by the EAC to change to a rolling accrual. The Sub finance committee was opposed to this change. at this time.

Page 27, Item 3, 3rd sentence. The wording for "payroll" has been changed.

Sec. 4.7, Item G, Personal Holidays, minor clarifications

Page 31, Sec. 4.8. The recommendation is to strike reference to 4.16 and replace it with the correct reference.

Page 35, Sec.4.12. Accrued Rates Sick Leave. One member of the EAC had recommended that the 720 hours limitation be stricken. However after discussion about this at the EAC meeting it was it was withdrawn.

Page 29, Sec. 4.7. Holidays.

Page 30. The EAC has requested to exchange Martin Luther King Day for Presidents Day. It is recommended that Presidents day be added and Martin Luther King Day taken out. It is recommended that we proceed with the proposed changes as long as we are careful with the wording as to why the exchange of Holidays.

A motion was made by Kathy Holian to accept the changes as proposed in the draft document and to recommend the amendment of the Personnel Policies and Procedures to the Board of Directors. Motion was seconded by Chairman Tim Vigil. The motion passed unanimously.

B. FY 13 Compensation Plan

The proposed FY 13 compensation plan is proposing a 3% performance based increase for all Non represented employees, which includes: administrative staff, operations (route supervisors, fleet) finance and public information officers

It was brought to the attention of the committee that pay ranges are the same pay scales as 2007 and that no salary surveys have been done to determine if District is paying comparable to market pay. It was suggested that we check the pay scale through yearly surveys. It was also suggested that the step pay plan be eliminated. A concern was raised as to whether yearly surveys was to frequent and would a survey every 2 or 3 years be more appropriate.

A motion was made by Commissioner Holian and seconded by Chairman Tim Vigil to recommend to the Board the following:

1. **Recommend to the Board the distribution of a "3%" productivity increase based upon performance applicable only to non-represented positions;**
2. **Eliminate the step plan and only have minimum and maximum salary ranges;**
3. **Request that the Board authorize staff to conduct a market survey and analysis of the data to establish appropriate compensation ranges for positions in the classification plan for FY 13;**
4. **Report the results of the market survey and data analysis along with any recommended modifications to the Finance Subcommittee and provide a recommendation from the Finance Subcommittee to the Board in 2012.**

The motion passed unanimously.

The next meeting will take place in Espanola in August. The July meeting has been cancelled.

EXECUTIVE REPORT
For June 2012

EXECUTIVE

- Met weekly with Board Chair Barrone on various issues.
- Continued revision and creation of various NCRTD policies.
- Successfully defended the appeal of the Supervisor's and Executive Director's termination of an employee.
- Developed and commenced recruitment process for Executive Assistant, Finance Manager, and Facilities Maintenance Specialist. Developing recruitment for Financial Specialist position.
- Created and put together materials for the Finance Subcommittee meeting in June and the Board's July meeting.
- Executive Director maintained continuous communication with board members, subcommittee members, and Chair.
- Participated in NMPTA Executive Board meeting.
- Attended Santa Fe MPO Technical Coordinating Committee meeting.
- Attendance at various NCRTD staff and subcommittee meetings, including Board and Finance subcommittee meeting.
- Met with Representative Brian Egloff and newly elected Representative Carl Trujillo regarding the RTD and future needs.
- Provided information for Hands across Cultures regarding support for grant application they are seeking.
- Developed RFP for Window Treatments for new building and conducted pre bid conference.
- Established weekly move coordination meetings.
- Established weekly ribbon cutting planning meetings.
- Reviewed and finalized response to FTA financial management overview findings.
- Drafted and sent Intergovernmental Contract modification letters to all members.
- Met with Edgewood Town Administrator and Mayor.
- Drove and reviewed proposed future Golden to Santa Fe route.
- Finalized drafting of Local Labor/Management Labor Relations Board.
- Held two meetings with Employee Advisory Committee to review and discuss Personnel Policy Rules and Regulation modifications.
- Met with State DOT Rail and Transit Division regarding FTA visit.
- Addressed a variety of employee human resources issues.
- Conducted interviews for Executive Assistant.

OPERATIONS

- Met with NMDOT State auditors on Drug and Alcohol records.
- Planning for move into new transit facility and logistics for relocation from 3 sites.
- Travel with Executive Director to Edgewood to review location of bus parking and meet with town administration, return through Golden and Madrid to review for possible future route.
- Met with NMDOT and FTA for pre-review of ADA program, maintenance records and driver training materials.
- Meet with other staff and printer to review new schedule layout.
- Publish RFB – janitorial services for new transit facility.
- Review routes and driver schedules for ways to maximize efficiencies.

MARKETING/PUBLIC INFORMATION OFFICE

- National Dump the Pump Day. Wrote and issued press release announcing our participation in the national event. Built a page on our website outlining our participation with links to a fuel savings calculator and a carbon calculator.
- Participated in Adobe Online Seminar.
- Met with Isabel Pena of KTAOS radio to discuss ad buy program.
- Signed contract with Chama Valley Times for ¼ page ad to each month from July 2012 to June 2013.
- Signed contract with Green Fire Times for ¼ page ad to run in the monthly publication 10 times between July 2012 and June 2013.
- Attended Rio Metro Board meeting.
- Continued making plans for the August 17th dedication of the Jim West Regional Transit Center.
- Met with DW Turner regarding the design and layout of the new Route Map and schedules.
- Updated the Records and Email Retention Policy for presentation to the Board at the July meeting.
- Created a Rider Alert to be posted in the buses regarding the July 4th RTD closure. Posted alert on the NCRTD website. Wrote press release regarding closure to be issued on July 1.
- Worked with Rio Grande Sun on story regarding NCRTD Rider Suspension Policy.
- Wrote and submitted two stories for the NMPTA Newsletter; one regarding the NCRTD employee Nick Molina winning the New Mexico State Road-e-o, and another regarding the NCRTD drivers voting to unionize. Newsletter to come out in July.
- Submitted RTD Logo to The Sign Shop to produce the sign for the new RTD headquarters.
- Coordinated with Rio Metro to update RTD information in the Rail Runner Xpress Magazine which is a free quarterly insert into the Santa Fe New Mexican.
- Developed a page on the NCRTD website devoted to and affirming our adherence to the tenants of Title VI of the Civil Rights Act of 1964 and all related regulations and directives.
- Continued maintenance and updates to NCRTD.org including schedule updates, rider alerts, posting vehicles up for auction, managing feedback as well as requests for information. Posting job openings, announcements and descriptions.

SERVICE DEVELOPMENT

- Worked on May 2012 ridership report.
- Worked with DW Turner to set date for meeting on new brochure layout.
- Completed riding routes for annual evaluations.
- Ordered 40 trash cans for location at bus shelters-will be delivered June 28, 2012
- Re designing all route schedules with updates.